

# **DELTA UPSILON INTERNATIONAL FRATERNITY**



## **EXTERNAL POLICIES & PROCEDURES MANUAL**

# INTRODUCTION

## Delta Upsilon International Fraternity Mission & Vision Statement

The Four Founding Principles of the Delta Upsilon International Fraternity are:

- The Promotion of Friendship
- The Development of Character
- The Diffusion of Liberal Culture
- The Advancement of Justice

The Vision of Delta Upsilon International Fraternity is to be the premier men's fraternity committed to *Building Better Men* for a global society through service, leadership development and lifelong personal growth of our diverse membership.

The Mission of the Delta Upsilon International Fraternity is to *Build Better Men* through the life-long promotion of the Fraternity's Four Founding Principles – Friendship, Character, Culture, and Justice.

Established April 19, 1997

Last Revised November 5, 2010

# **SECTION 1**

## RECOGNITION

## 1.1

### Requirements for Associate Chapter Recognition

The Board of Directors affirmed its recognition of three levels of branch organizations: an Interest Group, an Associate Chapter, and an Undergraduate Chapter. In order for an Interest Group to receive Associate Chapter recognition by the International Fraternity, the Board of Directors stated that the following requirements should be fulfilled.

1. The petitioning Interest Group should have a minimum of 20 members, and should have the realistic potential to be at or above the All Fraternity Average in membership size within two years.
2. The Interest Group shall begin to develop goals and objectives for the future with DU's Four Founding Principles and philosophy in mind.
3. The Interest Group shall have an advisor and meet with this person on a regular basis.
4. The Interest Group must conduct weekly business meetings and must develop a regular Fees system and budget.
5. Individual members should become familiar with Delta Upsilon's principles, philosophy, and history by way of the associate chapter packet and any other supplied materials.
6. The Interest Group should develop a positive working relationship with the Greek Advisor or related Student Affairs personnel.
7. If permitted, the Interest Group should participate in IFC meetings and activities, and should uphold all IFC, university, and college standards and regulations.
8. If necessary and desirable, a strong existing nearby Chapter of Delta Upsilon will assume the role of the pending Associate Chapter's Mentor Chapter.
9. The Interest Group must complete the Associate Chapter Application supplied by the International Fraternity.

#### **Procedure**

The Fraternity staff will communicate this policy and requirements to Interest Groups.

Established January 3, 1997

Last Revised July 25, 2019

## 1.2

### Requirements for Receiving a Delta Upsilon Charter

While the Installation of a new undergraduate chapter is subject to many factors, the Delta Upsilon Board of Directors established the following requirements for an associate chapter to receive a Charter. These requirements are consistent with the Fraternity's Men of Merit Chapter Standards Program.

#### Chartering Requirements

Once the associate chapter ceremony occurs, an associate chapter will begin working to achieve the chartering requirements and become a full chapter in Delta Upsilon. The chartering requirements are mirrored off the Men of Merit Chapter Standards, which all chapters must meet on an annual basis. Delta Upsilon anticipates a period of 12-18 months from the time of the associate chapter ceremony to the time of chartering. In addition to the requirements below, an associate chapter must also submit its Bylaws and a full roster including name, year, and current GPA of each member as part of the chartering proposal and complete all administrative reporting with IHQ, including biographical reports, membership rosters, and officer updates.

#### 1. Chapter Excellence Plan

The associate chapter's CEP usage includes 70% of required criteria and 30% or more of optional criteria. As part of the CEP requirement, the associate chapter must conduct regular officer and associate chapter retreats to establish and review goals and outcomes.

*This meets the Minimum level in the Men of Merit Standards.*

#### 2. Associate Chapter GPA

The associate chapter's GPA meets or exceeds the All-Men's or All-Fraternity GPA on campus, whichever is lower. The associate chapter implements a comprehensive written academic program that includes minimum GPA requirements for membership, initiation, and to hold office.

*This meets the Minimum level in the Men of Merit Standards.*

#### 3. Program Attendance/Leadership

The associate chapter has at least 10 members attend Delta Upsilon Educational Programs per year (Leadership Institute, Presidents Academy, Regional Leadership Academy, Emerging Leaders Experience, and the Global Service Initiative) and/or educational programs in which the Delta Upsilon Educational Foundation provides scholarships (LeaderShape, UIFI, etc.), including at least one member at the Leadership Institute and one member at Presidents Academy. The associate chapter is also expected to host a Building Better Men Retreat Annually and participate in IFC meetings and events and other campus programs as dictated by the university.

*This meets the Expectation level in the Men of Merit Standards.*

#### 4. Service

The associate chapter conducts an average of 10 hours of service per member per year and supports a local charitable partner. The associate chapter must conduct at least two service projects each year, with one being solely sponsored/planned by the associate chapter.

*This meets the Expectation level in the Men of Merit Standards.*

#### 5. Philanthropy

The associate chapter raises at least \$500 for the Global Service Initiative per year. The associate chapter must conduct at least two philanthropy events each year, with one being solely for the benefit of the Global Service Initiative.

*This meets the Minimum level in the Men of Merit Standards.*

## **6. Membership**

The associate chapter's membership size meets or exceeds the campus fraternity average or median size. In the event the associate chapter is unhoused, the associate chapter's membership size should meet or exceed the campus unhoused fraternity average or median size. The associate chapter implements a year-round written recruitment plan that includes dates, events, and objectives for recruitment activities.

*This meets the Expectation level in the Men of Merit Standards.*

## **7. Loss Prevention**

The associate chapter has no Loss Prevention policy violations and implements a written Loss Prevention program.

*This meets the Expectation level in the Men of Merit Standards.*

## **8. Advisory Support**

The associate chapter has an Associate Chapter Advisory Board with a total of five members, including one who is in weekly contact with associate chapter leadership, and a separate housing board (if a property is operated). Advisors participate in at least two Delta Upsilon advisor webinars yearly.

*This meets the Expectation level in the Men of Merit Standards.*

## **9. Learning Assessment**

The associate chapter has 85% member completion of Plaid (85% of members must complete this once) and 85% member completion of the Delta Upsilon membership outcomes survey (85% of members must complete this annually).

*This meets the Expectation level in the Men of Merit Standards.*

## **10. Accounts Receivable/Finances**

The associate chapter has no fees past due to IHQ as of June 30. The associate chapter implements sound fiscal practices and remains current on all financial obligations to the university, IFC, and vendors. The associate chapter must also submit its budget in the chartering proposal.

*This meets the Aspiration level in the Men of Merit Standards.*

## **Associate Chapter Housing**

As part of the Men of Merit Chapter Standards Program, all new Delta Upsilon associate chapters will be established with substance-free housing, if applicable. They will remain in substance-free housing in perpetuity.

## **Procedure**

The Fraternity staff will communicate this policy and requirements to associate chapters.

Established January 3, 1997

Last Revised Jul. 28, 2023

## 1.3

### Men of Merit Chapter Standards Program

Men of Merit: The Delta Upsilon Chapter Standards Program ensures chapters are meeting the expectations of membership in the Fraternity and providing a safe, educational, and productive experience for its members. The Standards identify 11 key areas essential to success for a Delta Upsilon chapter. Chapters are placed into one of three levels for each Standard based on their performance over the past year: Aspiration, Expectation, and Minimum.

#### Standards Level Explanations

Aspiration – Chapters reaching the Aspiration level achieve above and beyond. These are model Delta Upsilon chapters and they are worthy of the Fraternity's highest honors.

Expectation – Chapters meeting the Expectation level are fulfilling their obligations as a chapter of Delta Upsilon. This is considered a solid level of achievement and one that is attainable for all chapters.

Minimum – Chapters at the Minimum level are on their way to fulfilling the obligations of Delta Upsilon but have improvements to be made. Chapters at this level are placed on an Improvement Plan with additional assistance and focus from the International organization and volunteers. Chapters failing to meet the minimum levels over multiple years may be in jeopardy of reorganization or suspension.

#### Men of Merit Chapter Standards

##### 1. Chapter Excellence Plan

Aspiration: 90% of Required criteria and at least 60% of Optional criteria.

Expectation: At least 80% of Required criteria and at least 45% of Optional criteria.

Minimum: At least 70% of Required criteria and at least 30% of Optional criteria.

*\* If a chapter reaches one level in Required and a different level in Optional, their overall Men of Merit performance in the CEP standard will be based on the lower of the two (for example – if a chapter completes 95% of Required criteria but only 35% of Optional criteria, the chapter will be marked as Minimum overall).*

##### 2. Chapter GPA

Aspiration: Chapter's GPA is the highest fraternity GPA on campus or exceeds the All-Undergraduate GPA.

Expectation: Chapter's GPA meets or exceeds the All-Men's or All-Fraternity GPA on campus, whichever is higher.

Minimum: Chapter's GPA meets or exceeds the All-Men's or All-Fraternity GPA on campus, whichever is lower.

##### 3. Program Attendance

Aspiration: Chapter has **at least 12 members** attend various Delta Upsilon educational programs (Leadership Institute, Presidents Academy, Regional Leadership Academy, Emerging Leaders Experience, and the Global Service Initiative), including at least **one** registered delegate at Leadership Institute and **one** member at Presidents Academy. In the case that local, state, or federal restrictions prohibit a chapter from

attending a Delta Upsilon Program, exceptions can be made on a case-by-case basis. The chapter must have had a BBM Retreat in the last 3 years.

Expectation: Chapter has **at least 10 members** attend various Delta Upsilon educational programs (Leadership Institute, Presidents Academy, Regional Leadership Academy, Emerging Leaders Experience, and the Global Service Initiative), including at least **one** registered delegate at Leadership Institute and **one** member at Presidents Academy. In the case that local, state, or federal restrictions prohibit a chapter from attending a Delta Upsilon Program, exceptions can be made on a case-by-case basis. The chapter must have had a BBM Retreat in the last 3 years.

Minimum: Chapter has **at least 6 members** attend various Delta Upsilon educational programs (Leadership Institute, Presidents Academy, Regional Leadership Academy, Emerging Leaders Experience, and the Global Service Initiative), including at least **one** registered delegate at Leadership Institute and **one** member at Presidents Academy. In the case that local, state, or federal restrictions prohibit a chapter from attending a Delta Upsilon Program, exceptions can be made on a case-by-case basis. The chapter must have had a BBM Retreat in the last 3 years.

#### **4. Service**

Aspiration: Chapter supports a local charitable partner and conducts an average of **15 hours** of service per member per year.

Expectation: Chapter supports a local charitable partner and conducts an average of **10 hours** of service per member per year.

Minimum: Chapter conducts an average of **5 hours** of service per member per year.

#### **5. Philanthropy**

Aspiration: Chapter raises a total of at least \$3,000 for philanthropic endeavors, including at least \$2,500 for the Global Service Initiative. Proof, in the form of an acknowledgement email or letter from the charity, of funds donated to a non-profit other than the Global Service Initiative must be submitted to the Fraternity to satisfy this standard.

Expectation: Chapter raises at least \$1,000 for the Global Service Initiative.

Minimum: Chapter raises at least \$500 for a charity of their choice. Proof, in the form of an acknowledgement email or letter from the charity, of funds donated to a non-profit other than the Global Service Initiative must be submitted to the Fraternity to satisfy this standard.

#### **6. Membership**

Aspiration: Chapter's membership size is at least 25% above the campus fraternity average.

Expectation: Chapter's membership size meets or exceeds the campus fraternity average.

Minimum: Chapter's membership size is no more than 10% below the campus fraternity average or 35 members, whichever is higher.

#### **7. Loss Prevention**

Expectation: Chapter has no Loss Prevention Policy violations and has implemented Substance-free Housing (if applicable) or has been granted the Substance-free Housing Waiver.

#### **8. Advisory Support**



Aspiration: Chapter has a Chapter Advisory Board with a total of eight members, including three who are in weekly contact with chapter leadership, and a separate housing board (if a property is operated). Advisors participate in at least three Fraternity-led Advisor Webinars yearly.

Expectation: Chapter has a Chapter Advisory Board with a total of five members, including one who is in weekly contact with chapter leadership, and a separate housing board (if a property is operated). Advisors participate in at least two Fraternity-led Advisor Webinars yearly.

Minimum: Chapter has a Chapter Advisory Board with a total of three members, including one who is in weekly contact with chapter leadership and a separate housing board (if a property is operated). Advisors participate in at least one Fraternity-led Advisor Webinar yearly.

## **9. Learning Assessment**

Aspiration: Chapter has **95%** member completion of Plaid. Chapter has **95%** member completion of the Delta Upsilon Membership Outcomes Assessment.

Expectation: Chapter has **85%** member completion of Plaid. Chapter has **85%** member completion of the Delta Upsilon Membership Outcomes Assessment.

Minimum: Chapter has **60%** member completion of Plaid. Chapter has **60%** member completion of the Delta Upsilon Membership Outcomes Assessment.

## **10. Accounts Receivable**

Aspiration: Chapter has no fees past due as of June 30.

Expectation: Chapter has no fees more than 30 days past due as of June 30.

Minimum: Chapter has no fees more than 60 days past due as of June 30 or is current on an agreed-to payment plan.

## **Assessment Processes**

Chapters will be assessed annually at the conclusion of each academic year based on all available data and will be notified of their status by August 1. Each chapter's Chapter Advisory Board is responsible for submitting its Associate Member Education program verification and advisor verification via the Delta Upsilon website forms. All other data points are compiled by the International Headquarters.

The annual review will place chapters in one of the three levels for each of the 11 Standards: Aspiration, Expectation, and Minimum, with the exception of Associate Member Education, which is at the Expectation level only for complete implementation of the program. Certain Standards carry heavier weight in the evaluation process and not achieving the Expectation level in those Standards may necessitate a meeting with the Men of Merit Committee. The Standards of the CEP, GPA, Program Attendance, Membership, and Accounts Receivable may warrant an automatic meeting. Additionally, chapters noted as below minimum in any combination of six or more Standards may be assigned a member of the Men of Merit Committee and are required to follow their crafted Improvement Plan. Chapters found to be consistently below the Minimum level and showing little to no improvement may be recommended to the Delta Upsilon Board of Directors to examine their ability to continue as a Delta Upsilon chapter.

*Please note: exceptions for not meeting the Expectation level in any given Standard may be granted by the Men of Merit Committee on a case-by-case basis.*

## **Improvement Plan and Assistance**

If a chapter falls at the Minimum level or below for any chapter Standard, it must begin work on the noted Improvement Plan for that area within the first 30 days of the next academic year (if applicable). The chapter will work collaboratively with its International Headquarters staff liaison and Men of Merit Committee Mentor to ensure successful completion.

### **Recognition**

All chapters meeting the Aspiration and Expectation levels of the Chapter Standards will be recognized annually at the Leadership Institute and in the fall issue of the *Quarterly* as a “Men of Merit Chapter”. Official letters of recognition will be shared with college and university officials. Additional awards and recognition will be conferred based upon individual Chapter Standards performance.

### **Men of Merit Committee**

The Men of Merit Committee is comprised of Delta Upsilon staff, alumni, and interfraternal colleagues selected based on their expertise and knowledge of chapter operations and industry best practices. They receive formal training on the Men of Merit program and are charged with assessing chapters on both the annual and rotating timelines as described above.

### **New Associate Chapters**

As part of the Chapter Standards program, all new Delta Upsilon associate chapters will be established with substance-free housing, if applicable. They will remain in substance-free housing in perpetuity.

Last Revised Jul. 28, 2023

## 1.4

### Definitions of Recognized Alumni Organizations

The Delta Upsilon Board of Directors hereby affirms its recognition of five types of alumni organizations: an Alumni Club, an Alumni Chapter, an Alumni Association, a House Corporation, and a Chapter Educational Foundation. A general definition of each group is provided below:

1. All alumni members of a given chapter constitute the Alumni Chapter for the given Undergraduate Chapter. An alumni chapter has the authority to expel alumni members of the chapter if warranted.
2. An Alumni Association is defined as an association of members of an Alumni Chapter that advise an Undergraduate Chapter, sponsor chapter social and educational programs, and promote the activities of the Alumni Chapter.
3. A House Corporation is a corporation that owns/leases and manages a property that an Undergraduate Chapter occupies and conducts business affairs incidental to maintaining and operating the property.
4. An Alumni Club is a group of members from various Alumni Chapters that are concentrated in a particular geographic area and come together to pursue the fraternal principles of friendship, character, culture, and justice.
5. A Chapter Educational Foundation is a 501(c)3 Educational Foundation established by an Alumni Chapter that provides educational support to an Undergraduate Chapter and members of that Chapter.

#### **Procedure**

The Fraternity staff will communicate this policy to the constituents of the above-mentioned entities.

The International Headquarters Staff will maintain a database of the all such groups that are recognized by the International Fraternity.

Established October 24, 1998

Last Revised July 25, 2019

# **SECTION 2**

## FINANCES

## 2.1

### Fraternity Fees & Assessments for a Chapter

In accordance with the Delta Upsilon International Fraternity Constitution and By-Laws, on an annual basis prior to the Undergraduate Convention, the Board of Directors will propose a universal fee structure for members and chapters of the Fraternity. The proposed structure will be established concurrently by the Board of Directors and the Undergraduate Advisory Board

The annual “Administrative Due Dates and Fees” documentation may include the following:

- Chapter Fee and due date
- Roster/Membership Fee and due date
- Loss Prevention Assessment and due date
- Associate Member Fee and due date
- Initiation Fee and due date
- Alumnus Initiation Fee and due date
- Finance Charge procedures
- Extensions for Chapter Fees, Roster Fees, and Loss Prevention Fees
- Define the Canadian Exchange Rate policy
- Administrative Reports Due:
  - Online Biographical Profile
  - Initiation Report
  - Educational Program Registration
  - Expulsions
  - Resignations
  - *Quarterly* news articles
  - Officer Lists
- Procedures for Reporting Associate Members and Initiates

Last Revised July 25, 2019

## 2.2

### Fraternity Fees & Assessments for an Associate Chapter

In accordance with the Delta Upsilon International Fraternity Constitution and By-Laws, the Board of Directors annually proposes a fee structure for Associate Chapters of the Fraternity. The proposed fee structure will be established concurrently by the Board of Directors and the Undergraduate Advisory Board.

Provided below is the fee structure for Associate Chapters of Delta Upsilon.

- Associate Chapter Member Fees.....\$150 per Associate Chapter Member  
Associate Chapter Member Fees provide for the Membership Fees and the Liability Insurance Assessments for the term in which the Associate Chapter is opened. After the term of the Associate Chapter Ceremony, the Members of the Associate Chapter will remit the same Membership Fees as Undergraduate Chapter Members.
- Chapter Fee  
During the term in which the Associate Chapter is opened, the Chapter Fee will be waived. After the term of the Associate Chapter Ceremony, the Members of the Associate Chapter will remit the Chapter Fee at half the rate. Beyond this time period, the Associate Chapter will remit the Chapter Fee consistent with what is required of an Undergraduate Chapter.
- Liability Insurance Assessment  
This Assessment is initially remitted as part of the Associate Chapter Member Fee. After the term in which the Associate Chapter is opened, and one additional term has expired, the Associate Chapter will remit the Liability Insurance Assessments at a rate of \$50 per man per semester.
- Chartering Fee.....\$750 per New Chapter  
Newly Installed or Re-Instated Chapters must remit to the Fraternity a Chartering Fee at the time of Installation or Re-Instatement.

#### Procedure

The Board of Directors will communicate with the Undergraduate Advisory Board concerning the Fraternity's fee structure.

The Fraternity staff will distribute information on a regular basis to Undergraduate Associate Chapters and Members concerning the Fraternity's fee structure for Associate Chapters.

Established July 30, 2000

Last Revised July 29, 2023

# **SECTION 3**

## **LOSS PREVENTION**

## 3.1

### Loss Prevention Policies of Delta Upsilon

#### Alcohol and Drugs

In any activity or event sponsored or endorsed by the chapter/organization, including those that occur on or off organizational/chapter premises:

1. The chapter/organization, members and guests must comply with all federal, state, provincial and local laws. No person under the legal drinking age may possess, consume, provide or be provided alcoholic beverages.
2. The chapter/organization, members and guests must follow the federal law regarding illegal drugs and controlled substances. No person may possess, use, provide, distribute, sell, and/or manufacture illegal drugs or other controlled substances while on chapter/organizational premises or at any activity or event sponsored or endorsed by the chapter/organization.
3. Alcoholic beverages must either be:
  - a. Provided and sold on a per-drink basis by a licensed and insured third-party vendor (e.g., restaurant, bar, caterer, etc.); or
  - b. Brought by individual members and guests through a bring your own beverage ("BYOB") system. The presence of alcohol products above 15% alcohol by volume ("ABV") is prohibited on any chapter/organization premises or at any event, except when served by a licensed and insured third party vendor.
4. Common sources of alcohol, including bulk quantities, which are not being served by a licensed and insured third party vendor, are prohibited (i.e., amounts of alcohol greater than what a reasonable person should consume over the duration of an event).
5. Alcoholic beverages must not be purchased with chapter/organizational funds or funds pooled by members or guests (e.g., admission fees, cover fees, collecting funds through digital apps, etc.).
6. A chapter/organization must not co-host or co-sponsor, or in any way participate in, an activity or event with another group or entity that purchases or provides alcohol.
7. A chapter/organization must not co-host or co-sponsor an event with a bar, event promoter, or alcohol distributor; however, a chapter/organization may rent a bar, restaurant, or other licensed and insured third-party vendor to host a chapter/organization event.
8. Attendance by non-members at any event where alcohol is present must be by invitation only, and the chapter/organization must utilize a guest list system. Attendance at events with alcohol is limited to a 3:1 maximum guest-to-member ratio, and must not exceed local fire or building code capacity of the chapter/organizational premises or host venue.
9. Any event or activity related to the new member joining process (e.g., recruitment, intake, rush, etc.) must be substance free. No alcohol or drugs may be present if the event or activity is related to new member activities, meetings, or initiation into an organization, including but not limited to "bid night," "big/little" events or activities, "family" events or activities, and any ritual or ceremony.
10. The chapter/organization, members or guests must not permit, encourage, coerce, glorify or participate in any activities involving the rapid consumption of alcohol, such as drinking games.

#### Hazing

The chapter/organization, and members must comply with all federal, state, provincial, and local laws regarding hazing.

The term "hazing" means any intentional, knowing, or reckless act committed by a person, whether individually or in concert with other persons, against any individual or group of individuals, regardless of affiliation, whether or not committed on chapter/organizational property, for the purpose of recruiting, joining, pledging, initiating, admitting, affiliating, or for the purpose of retaining membership in an organization that causes an individual or group of individuals to do any of the following, regardless of a person's willingness to participate:



- a. Be coerced to violate federal, state, provincial, local law, or chapter/organizational policy.
- b. Be coerced to consume any food, liquid, alcoholic liquid, drug, or other substance in any non-customary manner which subjects the individual or group of individuals to a substantial risk of emotional or physical harm which includes but not limited to sickness, vomiting, intoxication, or unconsciousness.
- c. Endure brutality of a physical nature, including but not limited to whipping, beating, paddling, branding, dangerous physical activity, or exposure to elements or endure threats of such conduct that results in mental or physical harm.
- d. Endure brutality of a mental nature, including but not limited to activity adversely affecting the mental health or dignity of the individual, sleep deprivation, exclusion from social contact or conduct that could result in extreme embarrassment or endure threats of such conduct that results in mental or physical harm.
- e. Endure any other activity which adversely affects the health and safety of an individual, including but not limited to the disruption of academic performance or class attendance, required designated driving programs, line ups, calisthenics, or personal, physical, or financial servitude.

### **Discrimination, Harassment and Sexual Misconduct**

The chapter/organization and its members must comply with all federal, state, provincial, and local laws related to sexual misconduct. This is including, but not limited to, definitions around consent, sexual violence, sexual harassment, domestic violence, dating violence, stalking, and sexual exploitation.

The Fraternity will not tolerate or condone any form of culturally insensitive activity including but not limited to costumes, party themes, clothing or derogatory comments towards or about another culture, ethnicity or race.

The Fraternity will not tolerate or condone any form of sexist or sexually abusive behavior on the part of its members, whether physical, mental or emotional. This is to include any actions, activities or events, whether on chapter premises or an off-site location which are demeaning to women or men, including but not limited to verbal harassment, sexual assault by individuals or members acting together.

The employment or use of strippers, exotic dancers or similar, whether professional or amateur, at a Fraternity event as defined in this policy is not allowed.

### **Medical Good Samaritan**

#### Individual

If a member assists another person in obtaining immediate and appropriate medical care related to the use or consumption of alcohol, drugs, or to another medical emergency, then that member, as well as those who are assisted, will not be subject to individual disciplinary action with respect to the incident. This is the case even if the member who is assisting was a contributing factor to that emergency. An individual may benefit from this policy more than once, though repeated use of the policy may receive stricter scrutiny.

#### Chapter

A chapter that seeks immediate and appropriate medical assistance for a person in need related to the use or consumption of alcohol, drugs, or to another medical emergency, may be eligible for mitigation of charges related to violations of organizational policies. To be eligible for this potential mitigation, the chapter will be required to meet in person or by phone with a national staff member or an alumni volunteer designated by the Fraternity. A chapter may benefit from this policy more than once, though repeated use of the policy may receive stricter scrutiny.

### **Assault & Battery**

In any activity or event sponsored or endorsed by the chapter/organization, including those that occur on or off organizational/chapter premises, no chapter, member or guest shall engage in assault and battery, as defined in the state statutes in which the activity or event occurs.

### **Retaliation**

The chapter/organization prohibits retaliation against any individual – members and non-members – for reporting, inquiring, or cooperating with a report around a violation of the Loss Prevention Policy.

Retaliation is any action, statement, or behavior that is designed to punish an individual for filing a compliance report, cooperating with a compliance investigation, seeking guidance regarding a compliance concern, or to deter one from taking such action.

### **Firearms, Explosive or Incendiary Devices**

The chapter/organization and its members must comply with all federal, state, provincial, local laws and campus policy as it relates to firearms or explosive or incendiary devices.

Firearms or explosive or incendiary devices are prohibited from the chapter facility and at all Fraternity activities or events.

### **Fire, Health and Safety**

1. All chapter houses should meet all local fire and health codes and standards.
2. All chapters should have posted by common phones and in other locations, emergency numbers for fire, police and ambulance and should have posted evacuation routes on the back of the door of each sleeping room.
3. All chapters should comply with engineering recommendations as reported by the insurance company or municipal authorities.
4. Candles should not be used in chapter houses or individual rooms except under controlled circumstances such as formal ceremonies.

### **Education**

Each chapter shall, at a minimum, annually instruct its undergraduate members in the Loss Prevention Policies. Additionally, all undergraduate members shall annually receive a copy of said Loss Prevention Policy. A copy of said Loss Prevention Policy is available on the Fraternity's website.

### **Reporting**

Each chapter and member shall report promptly any bodily injury to a member or any injury sustained during a chapter event or at the chapter house, any incident that might result in a claim, and any violation of these policies to the Fraternity. Self-reporting of loss prevention violations and the steps taken to address the violation will be considered positive factors in the deliberations of the Fraternity when reacting to violations of these policies. To report an injury or violation, please utilize one (or more) of the options below:

- In case of an emergency, call 911.
- Contact local Chapter President to report.
- Contact Chapter Advisor to report.
- Delta Upsilon has a hazing hotline specifically to report hazing: 1-888-NOT-HAZE.
- Call the International Headquarters at 317-875-8900
- Report an incident online at, <https://www.deltatau.org/report-an-incident>

### **Procedure**

The International Headquarters will communicate these policies to all chapters, alumni chapters, and associate chapters.

The International Headquarters will facilitate the implementation of these policies.

Established November 1990

Last Revised Aug. 18, 2021

## 3.2

### Delta Upsilon Substance-Free Housing Policy

#### By Aug. 1, 2018:

- All chapters shall eliminate the presence, consumption and use of hard alcohol within chapter housing at all times.
- The presence, consumption and use of beer and wine shall be limited to the private bedrooms of members who are of the legal drinking age. No alcohol will be allowed in common spaces of a chapter facility.
- During a social event, alcohol possession and distribution must be restricted to common spaces of a chapter facility for the duration of the event. There will be no consumption of alcohol in private living quarters during social events.
- Hard alcohol can only be provided and served by a licensed, third-party vendor at an off-site location. This means not at the chapter house or any chapter-related facility (e.g., annex).

#### By Aug. 1, 2020:

- All chapters will have completed the transition to substance-free housing, including the removal of all alcohol and substances from private bedrooms unless they qualify for a substance-free waiver.
- Chapters that meet the Men of Merit “Expectation” level in the areas of Chapter Excellence Plan, Program Attendance, Associate Member Education, Loss Prevention and Learning Assessment will be eligible for a waiver from the Substance-free Housing Policy. Chapters with a waiver will follow these guidelines:
  - The presence, consumption and use of beer and wine shall be limited to the private bedrooms of members who are of the legal drinking age. No alcohol will be allowed in common spaces of a chapter facility.
  - Chapters will have the opportunity to host up to six social events with beer and wine per year (between July 1-June 30) in common areas of the chapter facility. No more than four social events can be held in the same 6-month period (July 1-Dec. 31 and Jan. 1-June 30.), and all social events must follow university and Fraternity Loss Prevention guidelines.
  - Hard alcohol can only be provided and served by a licensed, third-party vendor at an off-site location. This means not at the chapter house or any chapter-related facility (e.g., annex).
  - All chapters will pay an additional Loss Prevention Fee of \$100 per member per year.
- Alumni will have the opportunity to host up to six pre-approved events in common areas of the chapter facility per year with licensed third-party alcohol vendors or following the Fraternity’s BYOB guidelines. All events must be in compliance with the university and Fraternity’s Loss Prevention policies.

#### By Aug. 1, 2022:

- All chapters will have completed the transition to substance-free housing, including the removal of all alcohol and substances from private bedrooms. There will no longer be a waiver system for the implementation of the Substance-free Housing Policy.
- Alumni will have the opportunity to host up to six pre-approved events in common areas of the chapter facility per year with licensed third-party alcohol vendors or BYOB. All events must be in compliance with the university and Fraternity’s Loss Prevention policies.

#### Procedure

The Fraternity staff will communicate and implement this policy.

Established August 19, 1998

Last Revised July 25, 2019

### 3.3

#### **Participation in the Fraternity's General Liability Insurance Program**

To ensure the long-term stability of the Fraternity's Comprehensive Loss Prevention and General Liability Insurance Programs, the Delta Upsilon Board of Directors has established a policy that requires that all Chapters currently participating in the program remain in the program. Those Delta Upsilon alumni chapters and/or house corporations that maintain and/or own a property that does not house a Delta Upsilon chapter shall be required to participate in the Fraternity's Comprehensive Loss Prevention and Liability Insurance Programs. In order to operate successful Comprehensive Loss Prevention and General Liability Insurance Programs, all current and future Chapters and Associate Chapters that participate in the Fraternity's General Liability Insurance Program must continue to participate until such time as the Fraternity determines it is no longer vital to the Fraternity's existence.

##### **Procedure**

The Fraternity staff will communicate and implement this policy.

Established January 5, 1996

Last Revised March 25, 2000

## 3.4

### General Liability Insurance Program and Non-Participating Chapters

It is the view of the Fraternity's Board of Directors that it is important to verify that all chapters of Delta Upsilon have the appropriate and adequate general liability insurance coverage. Further, the Board of Directors acknowledges that presently no undergraduate chapter secures general liability insurance coverage outside of the Fraternity's program. Any chapter pursuing general liability insurance outside of the Fraternity's program will be required to meet the following criteria on an annual basis:

1. The chapter must have general liability insurance that has equal or greater coverage limits to that secured by the International Fraternity.
2. "The Delta Upsilon International Fraternity and all of its subsidiaries as they appear" must be specifically named as an additional insured on the policy.
3. Chapters are required to provide to the International Headquarters a complete (full and certified) copy of the general liability insurance policy within 45 days of renewal, in addition to a Certificate of Insurance within 5 working days of renewal and meet the requirements of #1 and #2 above.
4. The chapter must be current on the Loss Prevention Assessment Fees.

The chapter must submit to the Fraternity the requested information and documentation noted above and receive approval from the Loss Prevention Committee no later than March 1 of each year to not participate in the following year's insurance program.

If the above conditions are not completely fulfilled, the chapter officers and alumni chapter officers will be informed that the chapter will be required to effectively immediately fully participate in the Fraternity's Comprehensive Loss Prevention and General Liability Insurance Programs and remit all applicable Loss Prevention Assessment Fees.

#### **Procedure**

The Fraternity staff will communicate and implement this policy.

Established March 30, 1996

Last Revised Feb. 21, 2020

## 3.5

### **Compliance with Loss Control Inspection Recommendations**

To ensure the safety of Delta Upsilon's undergraduate chapter facilities, the Fraternity's Loss Prevention Program provides for a General Liability Inspection of each chapter facility approximately once every three years. The Delta Upsilon Board of Directors hereby establishes a policy that requires all Undergraduate Chapters and House Corporations that rent, lease, or own a chapter facility to address each of the recommendations provided in a General Liability Inspection Report either by implementing any given recommendation or by demonstrating to the Fraternity why certain recommendations cannot be implemented in a timely fashion or at all. The Fraternity will continue to work with the Undergraduate Chapters and House Corporations to ensure the safety of our brothers and will assist whenever possible to address the recommendations set forth in a General Liability Inspection Report.

#### **Procedure**

The Fraternity staff will communicate and implement this policy.

Established October 24, 1998

Last Revised October 14, 2000

## 3.6

### Delta Upsilon Crisis Response Policy

The Delta Upsilon Board of Directors has established flexible guidelines for responding to crises that arise from operation of the Fraternity. The following steps will serve as a general procedure for response to a crisis situation. Within a reasonable time period of an incident the professional staff will:

1. Establish the facts of the incident.
2. Determine whether staff member needs to be dispatched.
3. Determine an appropriate spokesperson.
4. Notify the Fraternity's insurance broker.
5. Contact the Greek advisor, local chapter representatives, alumni, and local authorities as needed.
6. Obtain copies of relevant materials (i.e., police reports, hospital reports, media pieces).
7. Notify internal parties.
8. Hold meeting with chapter
9. Determine whether to secure legal representation.
10. Determine whether to contact injured party or guardians.
11. Hold conference or release statements as needed.
12. Report to all parties as needed.

#### **Procedure**

The Fraternity staff will implement this policy.

Established July 23, 1998.

Last Revised July 25, 2019

## 3.7

### **Contract Review**

Contract review is vitally important to the security of the Fraternity. As such, no Undergraduate Chapter, Alumni Chapter, other Alumni Group, or representative of any of the groups mentioned may enter into a contract obligating or binding the General Fraternity in any way (financially or otherwise) without prior written approval from the International Headquarters staff.

Established August 4, 2011



## 3.8

### Delta Upsilon Claim and Dispute Resolution Plan

#### 1. **Purpose**

The Delta Upsilon Claim and Dispute Resolution Plan is designed to provide the efficient, speedy, fair, and cost-effective resolution of any disputes between the Delta Upsilon International Fraternity, the Delta Upsilon Educational Foundation, and any of its members related to or arising out of the membership relationship or participation in Fraternity activities. This includes, but is not limited to, any legal disputes which any present or former Delta Upsilon Fraternity member may assert against the Fraternity, its university or college affiliated chapters, or any of the officers, directors, present and former members, pledges, or associate members of the Fraternity. The intention of the Plan is to create an exclusive procedural mechanism for the resolution of disputes. It does not reduce or enlarge substantive rights available under existing law.

#### 2. **Definitions**

- (a) "Arbitration" means any federal or state recognized arbitration procedure or any similar local group of arbitrators selected to resolve disputes under the Plan.
- (b) "Sponsor" means Delta Upsilon International Fraternity, Inc., Delta Upsilon Educational Foundation, Inc., and any parent, subsidiary, or affiliated organizations, as well as college, university, and affiliated chapter organizations across the United States.
- (c) "Act" means the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, as amended from time to time.
- (d) "Fraternity" means Delta Upsilon International Fraternity, Inc., Delta Upsilon Educational Foundation, Inc., all local, college, and university affiliated Delta Upsilon chapters across the United States, all Delta Upsilon chapter housing corporations and alumni associations, every student chapter of Delta Upsilon, as well as all of any of these organizations' officers, directors, members, and agents.
- (e) "Claim" means any legal or equitable claim, demand, or controversy for any injury, equitable relief or damage arising out of any wrongdoing, statute, or contract breach involving the Fraternity. This includes, but is not limited to, any allegation of negligence, intentional act, hazing, defamation, libel, slander, discrimination, or any type of wrongdoing whatsoever.
- (f) "Dispute" means a claim, demand, or controversy to which this Plan applies between the persons bound by this Plan and any person or anyone otherwise entitled to the benefits of this Plan.
- (g) "Member" means any initiated member, new member, pledge, associate member, new initiate, existing member, alumnus, or former member of Delta Upsilon Fraternity.
- (h) "Plan" means this Delta Upsilon Claim and Dispute Resolution Plan, as amended from time to time.

#### 3. **Application and Coverage**

- (a) Until revoked by the Fraternity, this Plan applies to and binds the Fraternity and each member on or after the Effective Date of this Plan, as well as the heirs, beneficiaries, and assignees of any such person. All such persons shall be deemed parties to this Plan.
- (b) Except as expressly provided for, this Plan applies to any legal or equitable claim, dispute, demand, or controversy, in tort or contract, under any local, state, or federal statute, or any allegation of violation of any legal obligation or duty, between the persons bound by this Plan, or between a person bound by the Plan or any person or entity entitled to its benefits, which relates to, arises from, concerns or

involves in any way any Claim or Dispute as defined herein arising out of or involving the Fraternity or any Fraternity activity.

- (c) This Plan does not apply to claims for workers' compensation benefits or unemployment compensation benefits.

**4. Resolution of Disputes**

All disputes not otherwise settled by the parties shall be finally and conclusively resolved under this Plan.

**5. Amendment**

This Plan may be amended by the Fraternity at any time, but no amendment shall apply to a dispute which is the subject of a pending Arbitration at the time of any such amendment.

**6. Applicable Law**

- (a) The Federal Arbitration Act shall apply to this Plan and any proceedings under this Plan, including any actions to compel, enforce arbitration, confirm or vacate arbitration proceedings and awards, and any other action in reference to Arbitration under the Plan.
- (b) Other than as provided herein, the substantive legal rights, remedies, and defenses of all parties are preserved in any Arbitration, and the arbitrator shall have the authority to determine and implement the applicable law and order any and all relief, legal or equitable, including damages, which a party could obtain from a court or competent jurisdiction from which the Claim or Dispute arose.

**7. Exclusive Remedy**

Proceedings under this Plan shall be the exclusive, final, and binding method by which any and all disputes, claims, and controversies are resolved. As such, the institution of Arbitration proceedings under this Plan shall be a condition precedent to the initiation of any legal action against the Fraternity arising out of membership or participation in the Fraternity activities by a member, and any such legal action shall be limited to those under the Act. In the event any person bound by this Plan initiates legal proceedings, such member consents to the initiation of a motion to compel Arbitration or similar filing in the state of Indiana on behalf of the Fraternity.

**8. Effective Date**

The Effective Date of this Plan is April 4, 2014.

**9. Severability**

The terms of this Plan are severable, that is, the invalidity or unenforceability of any provision shall not affect the application of any other provisions. Whenever possible, any invalid provision of the Plan will be reformed and enforced.

**10. Consent and Assent**

By affiliating with Delta Upsilon Fraternity, either through pledgeship, membership, associate membership, or otherwise becoming a new member or continuing membership after the Effective Date, all persons covered by this Plan agree to and consent to be bound by both this Plan during their membership and after termination of their membership.

Established April 4, 2014

Last Revised August 1, 2014

# **SECTION 4**

## POLICIES

## **4.1**

### **Prayer at Chapter Meetings**

In response to questions concerning the prayers that form part of the Delta Upsilon Ritual, the Board of Directors approved the following ruling:

It is the interpretation of the Board of Directors that the prayers set forth in the Ritual of Delta Upsilon are suggested invocations rather than mandatory petitions. Alternate prayers offered during the performance of the Ritual are acceptable.

#### **Procedure**

The Fraternity staff will communicate this policy to Undergraduate Chapters.

Established January 3, 1997

## 4.2

### **Little Sisters**

The Delta Upsilon International Fraternity endorses the Fraternity Executives Association resolution denouncing “Little Sisters” groups. In addition, the Delta Upsilon Board of Directors has decreed that “Little Sisters” or similar women’s auxiliary groups have no place in the Fraternity and are henceforth banned. Any chapter violating this directive will be given 10 days notice to abandon the program or the Judicial Committee will issue the Chapter a Show Cause Order that will require the Chapter to appear before the members of the Judicial Committee at its next meeting.

#### **Procedure**

The Fraternity staff will communicate this policy to Undergraduate Chapters.

Established July 1990

Last Revised November 5, 2010

## 4.3

### IFC Membership

Delta Upsilon supports participation in the Interfraternity Council (IFC) and a partnership with the host academic institution.

Consistent with NIC rules, all eligible chapters and associate chapters of Delta Upsilon shall maintain membership in an Interfraternity Council, where applicable, that is NIC Standards Compliant, and pays annual NIC dues.

**Procedure:**

The Fraternity staff will communicate this policy to Undergraduate Chapters on an annual basis.

Established February 23, 2018

## 4.4

### Legacies

In response to alumni recommendations of Legacies, the Fraternity's Board of Directors stated that Undergraduate Chapters should consider for membership those undergraduate and alumni men who are identified as a relative of a member of Delta Upsilon. While a Chapter is not expected to extend an invitation to join the Chapter to an individual based solely on the basis of his relationship to a member of the Fraternity, the Fraternity's Board of Directors has declared that Legacies should receive the courtesy of special consideration for membership by Chapters.

#### **Procedure**

The Fraternity staff will communicate this policy to all chapters.

Established July 1990

## 4.5

### Support of Open Expansion

Delta Upsilon Fraternity supports the April 2004 approval of standards for the North-American Interfraternity Conference.

Consistent with NIC rules, all chapters of Delta Upsilon shall support open expansion at their campuses. This means that both in policy and in practice, Delta Upsilon chapters shall vote for expansion of NIC Fraternity groups on their campuses.

**Procedure:**

The Fraternity staff will communicate this policy to Undergraduate Chapters on at least a semi-annual basis.

Established October 29, 2004



## 4.6

### **Appropriate Use of the Fraternity's Trademarks**

In keeping with the high ideals and standards espoused by the Fraternity, the Delta Upsilon Board of Directors hereby establishes a policy on proper use of the Fraternity's trademarks. "Trademarks" is used to mean the name, symbols, figures, letters, words, or marks adopted and copyrighted by the Delta Upsilon International Fraternity, Inc.

The Fraternity does not condone and will not allow its name to be associated with any event, activity, ceremony, item, product, or favor that is in conflict with the ideals and standards of the Fraternity. Examples include, but are not limited to that which is offensive to any gender, ethnicity, locale, community, etc. Additionally, the Fraternity's trademarks may not be used in a manner that is inconsistent with the International Fraternity's Loss Prevention Policies. Entities that are using the Fraternity's trademarks for purposes outside of their duties as a member must obtain the express written approval of the International Fraternity.

#### **Procedure**

The Fraternity staff will communicate this policy to all alumni and undergraduates.

Established July 23, 1998