

STUDENT ORGANIZATION RECOGNITION AGREEMENT

UNION AND INVOLVEMENT SERVICES/ TRUMAN STATE UNIVERSITY

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

WHEREAS, the University believes that RSOs 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 to support RSOs in their efforts to make positive contributions to student experiences,

WHEREAS, the University recognizes that it does not control all of the affairs of RSOs 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

- A. This agreement constitutes the annual renewal process required of RSOs. It is facilitated annually each August for existing RSOs.
 - New RSOs will complete the agreement in order to achieve official recognition, and then complete annually during the August renewal.
- B. Additional items will be required throughout the year in order to remain in active, good standing status listed in Section II - Eligibility for Recognition .
- C. 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.
- D. The University acknowledges that the Organization is an independent organization that is seeking the privileges of recognition.
 - RSOs must be non-profit in nature.
 - The purpose of Recognized Student Organizations (RSOs) is to provide opportunities for student engagement that are not reliant on a University Department/Office beyond a standard, student-selected organizational advisor.
- E. The University has no duties other than those identified in this Agreement and does not assume liability as a consequence of this agreement.
- F. The University does not assume responsibility for any failure of the Organization to comply with the terms and conditions of this Agreement.
- G. The University does not assume responsibility for supervision, control, safety, security, or services other than those specifically cited in this Agreement.

- H. The Organization is expected to 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, Institutional Compliance Office, Access and Disability Services, Union and Involvement policies, policies of the Business Office, the Department of Residence Life, the Department of Information Technology Services, and Student Recreation Center, University facility guidelines, and department requirements (if applicable).
- I. The Organization must comply with other governing documents which should not conflict with University policies and procedures. These include, but are not limited to: council constitutions, organizational guiding documents, department requirements, and any relevant parent or national organization requirements.
- J. The University is not financially liable for any student organization.
 - The Organization is NOT permitted to use the University name, University trademarks, tax identification number or misrepresent in any way the Organization's affiliation with the University.
- K. University recognition does not express university endorsement or approval of the opinions, philosophy, behavior or objectives of the organization or its members.
- L. The Organization may terminate this Agreement and extinguish all obligations to the University upon written notice to Union and Involvement Services (U&I). As a result, recognition will be withdrawn upon receipt of written notice.
- M. The University may also terminate this Agreement with justifiable cause and extinguish all privileges to the Organization upon written notice to the president/primary contact and faculty/staff advisor of the Organization.

II. RIGHTS/BENEFITS OF RECOGNITION

A. RSOs enjoy the following rights/benefits:

- Organizational support services from Union and Involvement Services;
- Participate in any mandatory student organization workshop(s) presented by Union and Involvement Services, as cited above;
- Access to a RSO mailbox;
- Access to copier/charging capabilities with Union and Involvement Services;
- Access to campus reservations;
 - a) Basic space usage is free to RSOs. Additional services and requests may come with additional costs;
- Placement on official list of RSOs;
- Ability to recruit Truman State University students as members;
- Access to publicity according to University policies;
- Participate in services or events in university facilities that are announced as open to all recognized student organizations (i.e. Homecoming; Activities Fair);
- Access to website and organizational e-mail account;
- Eligibility for awards or honors presented to student organizations and their members;
- Eligibility to request FAC appropriations based on FAC by-laws.

III. ELIGIBILITY FOR CONTINUED RECOGNITION: For official recognition by the University, the organization must maintain a position of "good standing." The organization must submit/complete the following by bi/annual stated deadline, if applicable:

- A. Submit the Annual Recognition Agreement;

- B. Submit the RSO Information Form;
 - Primary leaders must be full time, degree seeking students;
 - Notify Union and Involvement Services of any organizational leadership and advisor changes (i.e. electing new officers, change of organization name, advisor leaves the University, etc.) by submitting a Change of Information Form;
- C. Have a Campus Based Truman faculty/staff advisor;
 - Advisors are required to attend an annual Organizational Compliance Training to serve;
- D. Submit the Organizational Advisor Agreement;
- E. Submit an Organizational roster each semester via TruView;
- F. Financial obligations with the University, if applicable, are regularly paid in a timely fashion;
- G. Additional Items for “good standing:”
 - Organization is not currently under investigation, facing allegations/charges, or under sanction(s) related to violations of the Student Code of Conduct and/or University policies enforced by the Institutional Compliance Office.
 - Organizations that anticipate handling money (i.e. collect membership dues, open a bank account, make payments related to group, plan fundraisers, buy apparel) are required to complete Financial Risk Training and have appropriate internal policies.
 - Organizations whose activities are focused on high risk physical activities (i.e. rock climbing, skydiving, travel, etc.) are required to complete a Physical Risk Training and have appropriate internal policies.

IV. RISK MANAGEMENT

- A. RSOs that utilize off-campus sites for events and activities involving University students or organizations must make reasonable efforts to confirm that such off-campus locations make best efforts to ensure they are in compliance with university non-discrimination policy.
- B. The University is not responsible for any contract or the terms of any agreement entered into by an organization without proper authorization by a designated university official.
- C. 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:
 - Ensure all events and activities comply with state and federal laws including but not limited to statutes governing substance use, discrimination, accessibility, harassment, hazing, copyrights, gambling, serving food, etc.;
 - Ensure that all events and activities comply with University policy;
 - Follow industry standards if they are available;
 - 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;

V. ANTI-HAZING POLICY

- A. As set forth in the Student Conduct Code of Truman State University 8.050.2. Section 16: Abusive Affiliation.

- B. Abusive affiliation (hazing), which the law might recognize by the term “hazing” is any act on or off the campus of the University, that a reasonable person would find to endanger the mental or physical health or comfort or safety of a student or prospective student or member, which 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 continued membership in a recognized student organization, or any group, regardless of an individual’s consent to participate in the activity.
- C. Acts of abusive affiliation include, but are not limited to:
- D. Any activity which endangers the physical health or safety of the student or prospective member; or
 - Any activity that endangers the mental health of the student or prospective member; or
 - Any activity that requires the student or prospective member to perform a duty or task that involves a violation of the criminal laws of this state, city, 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 578.365, Revised Statutes of Missouri.
- E. The Organization is expected to abide by the rules and regulations as they appear in the Student Code of Conduct and the Revised Statutes of Missouri.
 - It is expected that RSO leaders and members have reviewed the Abusive Affiliation clause of the Student Conduct Code.
 - RSOs and it’s members will be investigated if perceived violations occur, and held accountable, if applicable and if found responsible.

VI. ACCESSIBILITY

- A. Student Organizations must, to the best of their ability, ensure that organizational activities are accessible to individuals with disabilities. Persons with disabilities may obtain information as to the existence and location of services, activities and facilities of Truman State University that are accessible to and usable by persons with disabilities.
- B. Scheduling, funding and payment for auxiliary aids (ie sign language interpreters) are the responsibility of the Organization sponsoring the event or service.
- C. Organizations should contact The Office of Student Access and Disability Services for more information: Email - studentaccess@truman.edu; Phone (660) 785-4478.

VII. NON DISCRIMINATION POLICY

- A. Student Organizations must abide by the University Non Discrimination Policy.
- B. Truman State University does not discriminate or permit discrimination by any member of its community on the basis of sex, disability, age, race, color, national origin, religion, sexual orientation, or veteran status with respect to admissions, housing, employment, services, financial aid, or any other educational program or activity it operates. Inquiries regarding the University’s Anti-Discrimination Policies should be addressed to the Institutional Compliance Officer.

- C. The Institutional Compliance Officer contact information is: Email titleix@truman.edu; Phone (660) 784-4354.
- D. RSO leaders and members are responsible for reporting to Institutional Compliance, if they become aware of a violation/possible violation.

VIII. DISCIPLINARY PROCEDURES

- A. Disciplinary actions against a RSO will be conducted through the procedures outlined in the Student Conduct Code. 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 (OCCS).
- B. Any RSO found responsible for violating University policy is also responsible for charges associated with completing assigned sanctions.
- C. RSO leaders and members are responsible for reporting to OCCS, if aware of a violation/possible violation.

IX. INDEMNIFICATION CLAUSE

- A. The 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, volunteers 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.

X. AGREEMENT EXECUTION

- A. I, the designated leader, have read the Student Organization Recognition Agreement and request that the Organization listed below be officially recognized by Truman State University for the current academic year;
- B. Upon receipt of this signed form the Organization named will be granted all privileges normally associated with such recognition as described above. By providing my electronic signature, I agree the Organization will:
 - Adhere to the deadlines set forth by U&I as it relates to items required to maintain "good standing."
 - 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.
 - Authorize the U&I to be able to verify that primary leaders are full time, degree seeking students;
 - report violations of the Non-Discrimination Policy and/or the Student Code of Conduct, if we are aware of them.
 - Communicate as needed and respond accordingly to requests from U&I.

Name:

Role in RSO:

Organization:

Date: