

RESOLUTION AGREEMENT

This Agreement is made this 12th day of May, 2022, by and between the Phi Delta Theta National Fraternity (the “Fraternity”), Kansas Alpha Chapter of the Phi Delta Theta fraternity (the “Chapter”), the Kansas Alpha of Phi Delta Theta Alumni Corporation, a Kansas not-for-profit corporation (the “Alumni”) and the University of Kansas (the “University”).

WHEREAS, the Chapter was the subject of allegations of hazing and other violations of the University’s Code of Student Rights and Responsibilities, and

WHEREAS, the Fraternity investigated the allegations and took action to remove individual members found to have engaged in hazing activities, and an investigation report was provided to the University; and

WHEREAS, a hearing was held on the allegations, in which the Chapter was represented by counsel and appeared through a student representative, and the Chapter did not contest that hazing had occurred but sought to minimize the penalties imposed for the alleged violations, and

WHEREAS, a hearing panel found the Chapter responsible for certain violations of the Student Code and made recommendations about sanctions, and the Vice Provost for Student Affairs reviewed those findings and recommendations, accepted certain findings, and sanctioned the Chapter with suspension of their status as a registered student organization (the “Suspension”) for a period of five years and other sanctions as fully set forth in her letter dated January 4, 2022 (the “Sanction Letter”); and

WHEREAS, the Chapter continued operations off campus, launched further remedial actions to prevent hazing, and appealed the Sanction Letter to the University Judicial Board; and

WHEREAS the University, the Chapter, the Alumni, and the Fraternity see value in an agreed resolution and are satisfied that the interests of the Chapter, the University, and current and future members of the University community will be well served by the resolution of the pending dispute on the conditions set forth herein;

NOW THEREFORE, the Chapter and the University agree to the following resolution and acknowledges it is supported by valuable consideration:

1. Sanctions Letter. The University will amend the Sanction Letter and enter a finding against the Chapter for the violations set forth therein, but will reduce the period of termination by changing references to the term of the Suspension from 5 years to 3.5 years, changing the date that the Chapter may return to operate as a recognized student organization to the Fall 2025 semester, and revising the letter in a manner consistent with the terms of this Agreement. The University agrees that it shall not consider the continued off-campus operation of the Chapter during the term of the Suspension to be a violation of the Sanction Letter and shall not use the Chapter’s continued

operation in compliance with this Agreement as a reason not to grant recognition after the term of the Suspension expires. Except as specifically set forth herein, all other findings, terms, conditions and sanctions of the Sanction Letter will remain in place.

2. Agreed Conditions. Fraternity, Chapter, Alumni, and University hereby agree to the following Conditions of the Agreement for the prevention, investigation, and sanctioning of hazing (the "Prevention Actions") for the Chapter, and the Fraternity and the Chapter agree to comply with them:

- A. Regular Meetings. The Chapter Alumni Advisor and Chapter President will meet with the University's Director of Student Conduct and Community Standards ("SCCS") (or their designee) and the Director of Sorority & Fraternity Life ("SFL") (or their designee) twice per semester beginning in Fall of 2022 through the Spring of 2025, such meetings to occur in August, October, January, and March unless otherwise agreed in writing. Chapter will initiate these meetings. During the meetings, the parties will review Educational Programming training plans for Chapter members (new and active), including the expected and delivered content of planned and delivered Educational Programming, as well as the attendance and participation of members in that Educational Programming.
- B. Educational Programming. The Chapter will require all new members, all Chapter officers, and not less than 75% of all other members to attend educational programming on hazing and hazing prevention ("Educational Programming") once per semester beginning in Fall 2022 through Spring 2025; and shall require not less than 90% of all active members to attend Educational Programming at least once each year.
 - i. The Educational Programming shall be no less than one hour in length, with at least 15 minutes of discussion or interactivity, and shall cover topics including:
 - a. Kansas criminal law prohibiting hazing, including potential penalties for violations; and
 - b. University policy (including the Student Code of Rights & Responsibilities) prohibiting hazing, including potential penalties for violations; and
 - c. Fraternity and Chapter policies prohibiting hazing, including potential penalties for violations; and
 - d. Methods of reporting hazing to the Alumni, the Chapter Advisor, the Fraternity, and the University; and

- e. The Fraternity's website resources on hazing and hazing prevention, including reporting, and the University website resources on hazing and hazing prevention, including reporting; and
- f. The University policy on organizational amnesty for reporting hazing; and
- g. Specific conduct that constitutes hazing, including acts of personal servitude, cleaning "Senior Houses", and forced alcohol or drug consumption; and
- h. The culture around hazing, specifically as it relates to the Fraternity's mission of 'Become the greatest version of yourself' and the values of the entire SFL community; and
- i. Strategies for bystander intervention.

- ii. To demonstrate compliance with the attendance requirements, the Chapter agrees to complete attendance sheets and evaluation forms in a format approved by the Director of SFL and to submit those completed forms to the SFL Director within ten (10) days after the training is conducted.
- iii. Training in the Fall semester shall be completed on or before September 1; Training for the Spring semester shall be completed on or before February 1.
- iv. University may designate a University employee from the Office of Student Affairs, including SFL, to attend and participate in the training.
- v. One or more members of the Alumni board of directors and the Chapter Advisory Board will attend each Educational Programming event.

C. Chapter Housing Contract. Alumni shall include in the terms of their housing contract with all members provisions substantially providing as follows:

- i. That the Chapter, Alumni, Fraternity, and the University of Kansas prohibit hazing, and that the Chapter and Alumni will report to the Fraternity and to the University's Office of Student Conduct and Community Standards all complaints and allegations of hazing received, including the names of those alleged to have engaged in hazing activity and all witnesses to the activity; and
- ii. That all active members and new members are required by the Chapter to participate in any Chapter, Alumni, Fraternity or University investigation and or hearing process.

iii. That the Chapter prohibits retaliation against members who report hazing to Chapter leadership, the Fraternity, the Alumni, or the University, or for participating in any investigation of hazing.

D. Mandatory Reporting & Investigations. Chapter agrees that if officers become aware of hazing, including any report, complaint, or allegation of hazing, by any member or alumni of the Fraternity, on or off of Chapter premises, it will notify the LILA (defined in Section 3.A. below), the Fraternity, and the University's Office of Student Conduct and Community Standards within 24 hours of learning of the alleged hazing behavior. University agrees that it will notify the LILA and the Fraternity about alleged hazing behavior within 24 hours of learning of the report.

- i. The Fraternity shall promptly investigate the report of hazing and will at all times allow the University to participate in the investigation, in whole or in part, including participating in interviews of Fraternity members about the allegations. Fraternity's investigator will prepare a detailed report of its findings, including identifying members alleged to be responsible for hazing activities and all known witnesses to the hazing activity, and shall share the report and records of the underlying investigation with the University for purposes of evaluating and pursuing disciplinary action against the individuals involved by the University.
- ii. Nothing in this Agreement shall limit the Chapter's, the Alumni, or the Fraternity's ability to discipline individual members or the Chapter for hazing. Similarly nothing in this Agreement will limit the University's right to separately investigate hazing behavior by Chapter members or limit the University's right to discipline individual Chapter members.
- iii. Fraternity, Chapter and Alumni agree they will not retaliate against any member, new or active, for reporting hazing behaviors or participating in any investigation of alleged hazing.

3. Structural Changes. Chapter and Alumni agree to take the following steps to further attempt to prevent hazing of Chapter members, such changes to be effective beginning no later than the beginning of the Fall 2022 semester and to be effective through the Spring 2025 semester:

A. Chapter Advisory Board. Creation of Chapter Advisory Board separate from the Corporation Board. The Chapter Advisory Board will consist of at least 5 members appointed by the Fraternity Province President and will include at least one member not previously affiliated with the Chapter. The Chapter Advisory Board will meet two times per year. The Chapter and Alumni will promptly report all observations, reports or complaints of alleged hazing behavior to the Chapter Advisory Board.

B. Live-In Advisor. The Alumni, with the advice of the Fraternity, will hire a Live-In Leadership Advisor (LILA) with no previous affiliation with the Chapter. The LILA shall live on the Chapter premises and have access to all Chapter premises, events, and activities. The LILA shall meet each semester with the University's Director of Student Conduct and Community Standards and SFL Director and shall be subject to the same reporting obligations as the Chapter.

C. Study Rooms and Sleeping Dorms. Chapter will eliminate all single-class sleeping dorms and study rooms (except those for seniors) such that New Members will be assigned throughout such rooms and intermixed with members of other pledge classes.

4. Status During Suspension. Chapter acknowledges and agrees the Chapter's status as a registered organization has been suspended effective January 4, 2022 until the beginning of the Fall 2025 semester. During that time, the Chapter will not be recognized by the Student Involvement and Leadership Center or Sorority and Fraternity Life and will not be entitled to receive organizational services or privileges during this status suspension. Chapter understands that during the term of the suspension, Chapter may not participate in KU's Interfraternity Council or intramural athletics, may not operate or recruit on campus, including formal recruitment, and may not participate in Rock Chalk Revue. Nothing herein shall be construed as prohibiting individual members of the Chapter from participating in University activities, but individual members shall not be permitted to participate in Rock Chalk Revue. Any group having a majority of members who are members of Chapter shall not be permitted to participate in University activities, including Rock Chalk Revue and intramural athletics.

5. Termination. Notwithstanding any provision in this Agreement to the contrary, in the event that the Chapter no longer wishes to be recognized as a registered organization by the University on a permanent basis, the Chapter may terminate this Agreement by providing written notice to the University that the Chapter no longer wishes to be recognized as a registered organization by the University, in which event this Agreement, except for the provisions of Section 7 which shall survive termination of this Agreement, shall no longer have any force or effect and the original terms of the Sanction Letter shall be again in full force and effect as written.

6. New members. The parties agree that for purposes of this Agreement, "new member" shall mean any KU student who has been associated with the Fraternity for less than one year.

7. Finality. The Chapter hereby waives its right to seek administrative or judicial review of the Sanction Letter and the Conditions and other terms agreed to herein. The Chapter shall withdraw its pending appeal to the Judicial Board within five (5) days of the execution of this Agreement. The Chapter and the Alumni further agree not to file a lawsuit against the University and/or its agents or employees, including for injunctive relief, money damages, or judicial review for matters relating to the Sanction Letter or the Sanctions agreed to herein and hereby release the

University and its agents and employees from any liability related thereto; provided, however, that the Chapter may challenge a finding made by the University that it has violated the terms of this Agreement or not complied with the Sanctions.

8. Compliance with this Agreement. The parties agree that the University may extend the Chapter's suspension agreed to herein in the event the Chapter violates any of the terms of this Agreement, including further acts of hazing by Chapter members that is not promptly addressed by the Chapter or Alumni with investigation pursuant to this Agreement and appropriate disciplinary action. Any such extension shall occur only after following the University's procedures for due process under the Student Code.

9. Review and Acceptance. Chapter agrees and represents that it has completely and carefully read this Agreement, fully understands its terms, has had the opportunity to consult with an attorney about the Agreement, acknowledges that the University's reduction of the period of termination is something to which the Chapter is not currently entitled, and voluntarily, without being under any duress, accepts these terms of its own free choice.

10. Law and Venue. All matters arising out of or related to this Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and venue of any suit arising out of or related to this Agreement shall reside only in courts having jurisdiction and located in the State of Kansas.

11. Entire Agreement. This Agreement contains all of the terms and conditions of the parties' agreement related to the disposition of the Sanctions and Sanction Letter.

12. Severability. It is expressly understood to be the intent of the parties hereto that the terms and provisions of this Agreement are severable and if, at any time in the future or for any reasons, any term or provision in this Agreement is declared unenforceable, void, voidable, or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. For purposes of executing this Agreement, a PDF image delivered via email copy of this Agreement, including the signature pages, will be deemed an original.

14. Authority. By signing this Agreement, the representative of each party thereby represents that such person is duly authorized by such party to execute this Agreement on behalf of the party and that the party agrees to be bound by the provisions thereof.

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SO AGREED.

**Kansas Alpha Chapter of the
Phi Delta Theta Fraternity**

By: _____

Name: _____

Title: President

Date: _____

University of Kansas

By: Tamimara Durham, Ed.D.
Vice Provost for Student Affairs

Date: 6/9/2022

**Kansas Alpha of
Phi Delta Theta Alumni Corporation**

By: Nick Vignatelli

Title: President

Date: 6/5/22

Phi Delta Theta National Fraternity

By: _____

Title: _____

Date: _____

SO AGREED.

**Kansas Alpha Chapter of the
Phi Delta Theta Fraternity**

By:

Name:

Title: President

Date: _____

**Kansas Alpha of
Phi Delta Theta Alumni Corporation**

By:

Title:

Date: _____

Phi Delta Theta National Fraternity

By:

Title: *Cust Executive Officer*

Date: *6/6/22*

University of Kansas

By *Tammara Durham, Ed.D.*
Vice Provost for Student Affairs

Date: *6/9/2022*

SO AGREED.

**Kansas Alpha Chapter of the
Phi Delta Theta Fraternity**

By:

Name: *Jacob Schmidt*

Title: President

Date: 6/6/12

**Kansas Alpha of
Phi Delta Theta Alumni Corporation**

By:

Title:

Date: _____

Phi Delta Theta National Fraternity

By:

Title:

Date: _____

University of Kansas

By: *Tammara Durham, Ed.D.*
Vice Provost for Student Affairs

Date: 6/9/2022