

**UNIVERSITY OF CONNECTICUT
DIVISION OF STUDENT AFFAIRS**

HUSKY VILLAGE CONTRACT

The University of Connecticut (“University”) is committed to providing quality on-campus housing for members of recognized fraternities and sororities selected to reside in Husky Village. As space allows, a house in Husky Village (“Facility”) will be made available to University students enrolled at the Storrs campus who are members of the same fully registered student organization that is a chapter of an inter/national fraternity or sorority (“Chapter”). The Alumni/ae Board or House Corporation authorized by the Chapter’s respective inter/national fraternal organization to support housing for the Chapter will partner with the University in providing a quality residential experience.

University-owned student housing contributes to the fulfillment of the University’s academic mission by providing a well-maintained, comfortable, accessible environment for students to live and to learn. University housing for fraternities and sororities is a privilege that must be respected and valued by all students residing in Husky Village, as well as all undergraduate and alumni/ae members associated with the Organization. Members are expected to uphold all terms of the *Husky Village Contract*, *The On-Campus Housing Contract*, *The Student Code*, and/or other University policies or procedures that define the responsibilities of residency. Each Organization must also commit to fulfilling all financial obligations necessary to maintain the self-supporting financial integrity of Husky Village as required by the bond package secured to construct Husky Village.

In order to provide an appropriate living environment for members of a Chapter selected to live in Husky Village the parties agree as follows:

TERMS AND CONDITIONS

I. Definitions

- A. “*Academic Year*” means the time period containing the academic sessions held during consecutive Fall and Spring semesters as defined by the University Registrar’s Office.
- B. “*Contract*” means this Husky Village Contract.
- C. “*Common Areas*” refer to the bathrooms, hallways, and stairwells, but do not include the common room, chapter office or kitchen.
- D. “*On-Campus Housing Contract*” is the annual agreement between individual students and Residential Life.
- E. “*Occupancy*” means the number of individual students residing in a housing unit.
- F. “*Organization*” refers to the Chapter and its respective Alumni/ae Board or House Corporation collectively.
- G. “*Resident Member Roster*” is the list of students who have agreed to reside in a housing unit. This is signed by each resident and submitted each semester.
- H. “*Residential Life*” means the University’s Residential Life, part of the University’s Division of Student Affairs dedicated to the management of on-campus housing.
- I. “*CFSD*” is the Center for Fraternity and Sorority Development.

II. Term and Termination

- A. This Contract shall commence on **June 1, 2020** (or upon signing date, whichever occurs first)

through May 15, 2021 with the option to renew for up to three additional one year terms, each option being at the University's sole discretion. The optional one year terms are as follows:

1. 1st Renewal Term: May 16, 2021 through May 15, 2022
2. 2nd Renewal Term: May 16, 2022 through May 15, 2023
3. 3rd Renewal Term: May 16, 2023 through May 15, 2024

In order to exercise a renewal option, the Organization must complete a Renewal Option Request Form (a copy of which is attached hereto as Exhibit A) and submit this Form to the University by the 10th day of classes each Spring semester. Organizations choosing to renew may include a request to 'swap' between a 15-bed and 30-bed Facility in the written notification.

The University will notify the Organization of its decision to approve or deny the renewal by the Friday before Spring Recess begins in March.

- B. The Contract and renewal requests shall not be effective unless signed by all Organizational representatives or their designees.
- C. The actual occupancy period of each Academic Year will be from seven days prior to First Year Move-In in August to 12:00 p.m. on the Monday following undergraduate commencement in May.
- D. If the Organization fails to adhere to the responsibilities in this Contract, and/or the Chapter is found responsible for significant violations of *The Student Code*, the University reserves the right to remove an Organization from the Facility before the end of the Contract term.
 1. Circumstances could arise whereby the University may exercise its right to remove an Organization from the Facility but the individual student residents maintain their rights under their individual *On-Campus Housing Contract*.
 2. In such an event, the University shall present each student resident with the option to either (a) be moved to another location in the sole discretion of the University; or (b) be released from their *On-Campus Housing Contract*. Students shall, after being presented with the above options, have five (5) business days to select an option. In the event that a student fails to make a selection within the allotted time period, the student shall be released from their *On-Campus Housing Contract*.
- E. In the event that an Organization vacates or is removed from a Facility, the University shall settle the security deposit account. The balance, including any accrued interest, shall be returned to the Organization after any vacancies or damages are assessed and paid for by the Organization.

III. Occupancy

- A. The Organization is required to maintain 100% occupancy of the Facility (15 residents for 15-bed facilities and 30 residents for 30-bed facilities) during the entire Academic Year. For purposes of this Contract, occupancy will be determined by Residential Life as of the 10th day of classes each semester.
- B. If occupancy of the Facility is below 100%, the Organization assumes financial responsibility for those vacancies. Payments for fall and spring semester vacancies must be made no later than December 1 and May 1, respectively.
- C. Organizations that cannot meet this obligation may at the University's sole discretion be subject to removal from Husky Village.

IV. Obligations of the Individual

- A. All residents of Husky Village must submit an *On-Campus Housing Application* by the posted deadline and agree to the *On-Campus Housing Contract*.
- B. All residents must communicate with their Organization regarding their prospective and continued residency to ensure the Organization can meet its obligations for occupancy.
- C. Cleaning:
 - 1. Residents are responsible for the cleanliness of all areas of the Facility in accordance with proper health and safety standards.
 - 2. Residents are responsible for the cleanliness of the common room, chapter office and kitchen, including placing full trash bags in the dumpster provided by the University.

V. Obligations of the Organization

- A. Maintenance Responsibility:
 - 1. Organization shall be responsible for any damage to Facility Common Areas, reasonable wear and tear excepted.
 - 2. Organization shall allow the University to inspect the Facility for damage during the winter recess to assess and repair damages.
 - 3. Organization shall allow the University to inspect the Facility in May to make a final damage assessment.
- B. Security Deposit:
 - 1. Organizations must have a full security deposit intact upon the commencement of this Contract and within 5 business days of the start of each renewal period.
 - 2. A security deposit of \$5,000 for a 15-person Facility and \$10,000 for a 30-person Facility is required. Returning Organizations must replenish security deposits so that the Organization has a balance of \$5,000 for a 15-person Facility and \$10,000 for a 30-person by the first day of August each year. The deposit shall be maintained in an interest-bearing, special account by Residential Life.
 - 3. The security deposit may be used to cover the cost of vacancies or damages.
 - 4. The security deposit balance in the special account cannot fall below \$2,000 for a 15-person Facility, or \$4,000 for a 30-person Facility during the term of this Contracts or any renewal period.
 - 5. The Organization may request that any accumulated interest (over \$100) be returned to them annually after Move Out in May, if the account is above the minimum (\$5,000 or \$10,000) after the Organization has paid for any assessed vacancies or damages.
- C. Physical Changes:
 - 1. Physical changes to the structure of individual bedrooms are not permitted.
 - 2. The Organization shall not make any permanent physical changes to the Facility without the prior written consent of Residential Life.
 - 3. Any permanent physical changes made by an Organization to the Common Areas, common room, chapter office or kitchen of the Facility are considered property of the University.
 - 4. Moveable appliances and furniture that are not permanently affixed to the Facility are not considered permanent physical changes.

D. Occupancy Management:

1. *Resident Member Roster* must be submitted to Residential Life per established procedures in the *Husky Village House Manager Manual*.
2. If a resident's membership is terminated (through resignation by the individual or expulsion by the Organization), the student must vacate Husky Village on the date determined by the University, after consultation with Organization. Resident shall be provided with a new location prior to the vacate date. The new location site shall be made at the sole discretion of the University and in accordance with the terms and conditions of the *On-Campus Housing Contract*.
3. The Organization may fill vacancies at any time during a semester by student members residing on or off campus, as long as they have not exceeded living on campus for eight semesters. **If a member has exceeded eight semesters, an exception may be granted by Residential Life.**

E. House Managers:

1. House Managers will be selected by and report to the Organization, and receive resources and support from the Organization and the University.
2. Major responsibilities include serving as the primary liaison with the Resident Assistant (RA) and University staff, and maintaining full Occupancy. Specific additional responsibilities are outlined in the *House Manager Manual*.

F. Observation of Laws, Policies and Procedures:

1. All parties agree to comply with Federal, State and local law.
2. Additionally, all members of the Organization must comply with *The Student Code* and all other University policies.

VI. Obligations of the University

A. Staffing:

1. RAs will be appointed by Residential Life. RAs' fraternity/sorority membership will be verified by the CFSD. These individuals will report to the Hall Director and will fulfill the responsibilities outlined in the RA job description.

B. Maintenance Responsibility:

1. Facilities Operations/Building Services will be responsible for maintenance of reasonable wear and tear of the Facility.
2. Damages to individual student rooms are the responsibility of each individual student resident.
3. Damages beyond reasonable wear and tear to Common Areas, common room, chapter office or kitchen are the financial responsibility of the Organization unless the responsible party is identified and said party pays for the damage.
4. Periodic Health and Safety inspections of the Facility will be conducted by Residential Life staff following the guidelines outlined in the *On-Campus Housing Contract*.
5. Residential Life staff will clean common areas in the Facility twice per week, unless doing so would require moving students' personal belongings.

C. Utilities. All standard utilities will be provided by the University as specified in the *On-Campus Housing Contract*.

D. Annual Review. Every December, Residential Life will review the Organization's adherence to the responsibilities in this Contract. Residential Life will share the results of this review with the Organization and the CFSD. The results of these review processes may impact the annual

re- affirmation and signing of this Contract.

VII. Other Conditions

- A. Entry to the Facility:
 - 1. Entry by University staff into individual rooms will follow the guidelines outlined in the *On- Campus Housing Contract*.
 - 2. While entrance to the Facility as a whole by RAs and other Residential Life staff will regularly occur, chapters may request that this entrance be limited during times when ritual is being practiced or conducted provided the official approval procedure is followed through both the CFSD and Residential Life.
 - 3. Entrance to the Facility as a whole by specific undergraduate officers of the Organization not residing in the Facility may be granted through card access provided the official approval procedure is followed through both the CFSD and Residential Life.
- B. Signs. Only signs or advertisements approved by Residential Life will be affixed to or placed upon any part of the Facility.
- C. **Events** may be held in Husky Village by following the established procedures and upon approval by the Hall Director.

VIII. Capacity to Sign and Receive Notices:

- A. The Organization will notify the CFSD of the officers authorized to represent the Organization, and will update the names and contact information of its officers annually and as changes occur.
- B. The Executive Director of Residential Life (or designee) is authorized to give and receive all notices, demands, and service of process on behalf of Residential Life.
- C. The Director of Fraternity and Sorority Development (or designee) is authorized to give and receive all notices, demands, and service of process on behalf of the CFSD.
- D. Subsequent relevant policies, procedures, or documents may be issued as needed, and will become addendums to this Contract. Such addendums will be widely distributed to the Organization, and will be discussed during the annual review processes with Residential Life and the CFSD.

IX. General Contracting Requirements

- A. Statutory Authority. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide the University with authority to enter into contracts in the pursuit of its mission.
- B. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
- C. Indemnification. The Organization shall at all times protect, defend, indemnify and save harmless the University and its officers, agents, and employees on account of any and all claims, damages, losses, reasonable litigation costs, expenses, reasonable counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the members, invitees, officers, agents, and employees of the Organization or the University and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the Organization or the University), to the extent caused by the negligent acts or omissions, willful misconduct or gross negligence of the Organization or the members, employees, agents, clients, contractors or invitees of the Organization.
- D. Claims. The Organization agrees that the sole and exclusive means for the presentation of any

claim against the State of Connecticut or the University of Connecticut arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Organization further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

- E. Insurance. During the Term of this Agreement, the Organization shall procure and maintain a comprehensive general liability insurance policy so as to “save harmless” the University, with coverage of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, including FireDamage no less than \$1,000,000. The Organization shall name the University as an additional insured. Upon request, the Organization will provide the University with a copy of the Certificate of Insurance.
- F. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Organization’s request, the University shall provide a copy of these orders to the Organization.
- G. Nondiscrimination. References to this section to “Contractor” shall mean the Organization.
- (a) For purposes of this Section, the following terms are defined as follows:
- i. “Commission” means the Commission on Human Rights and Opportunities;
 - ii. “Contract” and “contract” include any extension or modification of the Contract or contract;
 - iii. “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
 - iv. “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.
 - v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - viii. “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental

Disorders”, or a record of or regarding a person as having one or more such disorders;

- ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and
- x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public

works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or

purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

HUSKY VILLAGE CONTRACT SIGNATURE PAGE

(To be executed annually)

Organization _____ **Location:** _____

Chapter President

I have read the *Husky Village Contract* and received a copy. I understand the contents and am duly authorized to enter into this contract and agree to ensure the members of our Chapter and guests are aware of, and shall abide by, this Contract.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Alumni/ae Board or House Corporation President

I have reviewed the *Husky Village Contract* with the officers of our Alumni/ae Board or House Corporation. I understand the contents and am duly authorized to enter into this Contract. To the best of my knowledge, the officers understand their responsibilities as outlined in the Contract.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Chapter Advisor

I have reviewed the *Husky Village Contract* with the officers of our Organization. I understand the contents and am duly authorized to enter into this Contract. To the best of my knowledge, the officers understand their responsibilities as outlined in the Contract.

Signature: _____ Date: _____

Print Name: _____ Title: _____

University of Connecticut

I have reviewed the *Husky Village Contract* with my appropriate University colleagues. I understand the contents and am duly authorized to enter into this contract. To the best of my knowledge, they understand their responsibilities as outlined in the Contract.

For the Department of Residential Life:

Signature: _____ Date: _____

Print Name: _____ Title: _____

For the Center for Fraternity and Sorority Development:

Signature: _____ Date: _____

Print Name: _____ Title: _____

EXHIBIT A
(Copy Renewal Option Request Form)

_____, 20__

Organization

Re: Request for Renewal Option Approval

Dear _____:

In accordance with the Husky Village Contract between the University of Connecticut (“University”) and _____ and _____ (collectively the “Organization”) dated _____, 20__ (the “Contract”), please be advised that the Organization hereby requests that the Contract be renewed for an additional one-year period. The Organization further requests that:

- the Organization maintain its current Facility.
- the Organization be allowed to swap its current Facility for:
 - 15 Bed Facility.
 - 30 Bed Facility.

If the foregoing is acceptable, please countersign a copy of this letter and email it to _____.

Please contact _____ with any questions or concerns that you may have.

Sincerely,

Alumni Board or House Corporation

Chapter Advisor

Name:

Name:

Title:

Title: