Presented by:

Meredith Bielaska

Associate Dean of the Greek Life Commons
Major Edits and Additions:

Major changes to the 2017 draft:

- Removal of Faculty Deans or Faculty Dean programming as this program is not yet developed.
- Will automatically renew annually, unless either party provides notice of non-renewal within 60 days prior to the anniversary date of signature.
- Agree to review Agreement on a recurring basis by members of the community, faculty and staff, minimum every 2 years.
- Chapters on Suspension or expelled by RPI are not eligible to participate in the Commons Agreement (as outlined in Relationship Statement). Chapters on probation may not be eligible as determined by the Dean of Students Office.
Within the Attachments:

- Within Safety, Sanitation and Fire Protection Attachment:
  - Indemnification has been clarified in regards to organizational responsibility
  - Insurance policies coverage has increased to parity value of assets for chapters and provide more protection for organizations in case of need based on potential for risk.
Indemnification:

Existing Hold Harmless and Indemnity language:

Each fraternity and sorority agrees to hold Rensselaer harmless and to indemnify Rensselaer from damages resulting from contracts the fraternity or sorority enters into with anyone other than Rensselaer. Each fraternity, sorority, and Rensselaer agrees to be held solely responsible for their respective negligent acts.

Proposed Revised Indemnity Language:

To the fullest extent permitted by law, (Fraternity or Sorority name here) on behalf of itself its’ officers, members, parent entities, contractors, agents, servants or employees agrees to defend and indemnify Rensselaer, its trustees, officers, employees, and agents against, and to hold Rensselaer and each of the foregoing harmless from and against all claims, liability, causes of action, actions, judgments, loss, and damages of any and every kind and nature, hereinafter “Claims,” and expenses (including but not limited to reasonable legal fees and expert fees) arising directly or indirectly from or due to any actual or alleged act or omission of [Fraternity or Sorority] giving rise to the Claim(s).
Insurance:

Existing Insurance Requirement language:

General Liability – Coverage must be for a minimum of $1,000,000 for bodily injury and property damage on a per occurrence basis. It is highly recommended that host liquor liability be included as part of this coverage. Rensselaer and the chapter advisor are named as additionally insured in the policies. The policies must state that Rensselaer must be notified of any change or cancellation of a policy term with a 30-day written notice. Certificates of insurance are to be furnished to the Dean of Students Office by September 1 of each year as evidence of continual coverage.

Fire and extended coverage – Insurance coverage must include fire and an extended coverage clause to include debris removal. Each house should carry enough coverage to assure full replacement value of the property.
Insurance:

Proposed Revised Insurance Requirements:

INSURANCE: ___(Fraternity or Sorority name here)___ shall provide and maintain insurance to indemnify Rensselaer as provided below.

A. All provided insurance must be considered to be primary for allegations of negligence arising from the acts or omissions of ___(Fraternity or Sorority name here)___, its' officers, members, parent entities, contractors, agents, servants or employees. Such insurance shall be demonstrated by providing a copy of certificates of insurance and insurance policies with endorsements naming Rensselaer as an additional insured with first-party rights and benefits without contribution by Rensselaer or its insurance carriers. These certificates and policies or endorsements must be mailed or electronically transmitted to: Rensselaer Polytechnic Institute, Department of EHS & Risk Management, 21 Union Street, Troy, New York 12180; riskmanagement@rpi.edu.

B. Unless otherwise directed in writing, Rensselaer’s minimum insurance requirements are as follows:

1. **Comprehensive General Liability**: $1,000,000.00 per occurrence, $2,000,000 aggregate. High risk activities, including but not limited to: construction, transportation, or boat charters may, in the sole discretion of Rensselaer, require higher limits. ___(Fraternity or Sorority name here)___ should consult Rensselaer Risk Management [riskmanagement@rpi.edu] if services being provided could be considered high risk.

**Property and Casualty Insurance** - Property and casualty insurance is required for owned or occupied residences, with an extended coverage clause to include debris removal. Each house should carry enough coverage to assure full replacement value of the property. Rensselaer shall be named as a Loss Payee on the policy.
Attachment edits (continued):

- Inspections:
  - Chapters will have 30 days to fix minor violations prior to re-inspection
  - Chapters will need to provide a plan for any abatement beyond 30 days
  - Central alarms only need to be inspected annually
  - Fire drills must be conducted 4 time per year (NYS Fire Code)
Open Discussion:

Any Thoughts, Concerns, Questions?
Timeline for Additional Presentations and Feedback:

Presentations to IFC and Panhellenic:
- Executive Boards: April 3
- Chapter Delegates and Presidents: April 4

Open Greek Town Hall:
- April 20th at 8 pm in DCC 318

AIGC Annual Meeting:
- April 29 at Heffner House
Thank You!

This is your Greek Life Commons

Any final questions?

Meredith Bielaska
Associate Dean of the Greek Life Commons
Email: bielam3@rpi.edu
Ph: 518.276.6284