

## Beta Beta Chapter Delta Sigma Phi Fraternity Alumni Corporation Board

Sender's Contact Information: Brian S. Brooks, Treasurer 4907 Cochero Court Columbia, MO 65203 (573) 823-2134

Karl Adrian, President Greg Speno, Vice President

March 9, 2015

Dominic Franceschelli, Rush Director Beta Beta Chapter of Delta Sigma Phi 805 Richmond Avenue Columbia, MO 65201

Re: 2015 Full-Time Summer Recruitment Director Compensation Agreement

Dear Dominic:

This will confirm the agreement between **Dominic Franceschelli** and the Beta Beta Alumni Corporation Board (ACB) of the terms and conditions of the compensation/reimbursement to be paid to **Faust**, the Chapter's Full-Time Summer Recruitment Director:

- 1. The Chapter shall designate, subject to ACB approval, which shall not be unreasonably withheld, two undergraduate members to serve as the Chapter's Full-Time Summer Recruitment Directors. The Full-Time Recruitment Directors are responsible for coordinating, supervising and the ultimate outcome of the Chapter's recruitment efforts for the University of Missouri Fall 2015 Semester. It is the ACB's understanding that the Chapter has designated **Dominic Franceschelli** as a Full-Time Summer Recruitment Director for the year.
- 2. In consideration of the Director's services, the ACB shall provide a reasonable Summer Housing Allowance for a Recruitment Director who resides outside his hometown. For Summer 2015, this allowance is determined to be Three Hundred Dollars (\$300.00) per calendar month for a total Housing Allowance of Nine Hundred Dollars (\$900.00) payable for the months of May, June and July, payable on May 15, July 1 and August 1.
- In further consideration of the Director's services, the ACB shall pay the Director the gross sum of Eight Hundred Dollars (\$800.00) per calendar month for the months of May. June and July, payable on May 15, July 1 and August 1, respectively.
- 4. The ACB shall also compensate the Director for reasonable eligible expenses incurred directly related to the Chapter's Summer Recruitment Program (as further described in "Attachment 1 Schedule of Pre-Approved Expenses," below) for which the Director submits expense reports, with attached supporting

receipts/invoices. Such expense reports shall be provided to the ACB, through its designated Agent, Marberry & Eagle, CPAs, ("Marberry"), on a biweekly basis on or before the 1<sup>st</sup> and 15<sup>th</sup> of each calendar month during which the Director serves, beginning June 1, and in any event no later than August 31, 2015, (for any eligible expense incurred on or before August 15, 2015). In this regard, the ACB, through its Agent, Marberry, shall reimburse the Director submitting such an expense report within 10 business days following Marberry's receipt of each expense report. All parties agree that any expense not reported to the ACB in this manner by September 15, 2015, shall be deemed not related to the Chapter's Summer Rush/Recruitment Program and shall not be subject to the terms of this Agreement.

- 5) The ACB further agrees to the following Variable Compensation plan:
  - i) The Recruitment Director shall be eligible to earn variable payout from a compensation pool based on the timeliness of pledge commitments and the quality of men pledged. Payout will be determined by several evaluation criteria:
    - (a) Date of pledging 20%
    - (b) High school GPA -10%
    - (c) ACT or SAT Score 25%
    - (d) Number of HS and other "formal" extracurriculars -10%
    - (e) Final size of pledge class 25%
    - (f) Person first identifying qualified new member -10%
  - ii) Compensation pool will be set at an amount based on the target number of new members desired. For example, 40 NMs @ \$200 each for a maximum pool of \$8,000. The pool for summer 2015 shall be \$8,000.
  - iii) Date of pledging pool will be paid out at a rate of 100% prior to or on the last day of Spring Semester and will decrease to 40% on first day of formal recruitment and to 0% one week after formal recruitment. Date of pledging shall be paid out for all new members during the Fall semester.
  - iv) High school GPA pool will decrease linearly from 100% at 4.0 GPA to 0% at 2.8 GPA on a scale to be determined by the ACB. All GPAs will be normalized to a 4-point scale.

v) ACT and SAT scores will be paid at the rate in the following table:

ACT	SAT	Percentage of Payout
<26	<1170	0
>=26 & <27	>=1170 & <1200	50
>=27 & <32	>=1200 & <1400	75
>=32 & <36	>=1400 & <1600	100

- vi) Extracurricular pool will decrease linearly from 100% at four or more activities to 0% at no activities. An extracurricular shall count only if it is associated with a sanctioned high school activity or other recognized charity or community organization. The ACB Treasurer shall have the final determination if an activity qualifies. The Recruitment Director shall be responsible for collecting this information from prospective members.
- vii) The final size of pledge class pool shall be split in the event there are assistant recruitment chair(s). The Active Chapter President shall determine what the split ratio shall be if multiple recruitment chairs are used.
- viii) The person first identifying qualified new member must be an initiated member or new member in good standing. Payment shall be made to the first qualified person submitting the name of a qualified candidate, in writing, who pledges Delta Sigma Phi. Payment shall be made shortly after the start of each semester and shall come in the form of housebill credits
- ix) The Recruitment Director shall use an ACB approved spreadsheet to track the variable compensation payout.
- x) The term New Member, as used in this Paragraph, shall include only those New Members who (1) sign and submit a fully executed Housing Agreement for the 2015-16 academic year and make a \$500 security deposit payment by August 1, 2015, (2) actually move into, and reside in, the Chapter House on or before August 20, 2015, or move-in day, whichever is later, and (3) pay by Aug. 1, 2015, the fall semester fees in full or the first payment if the Monthly Payment Plan was chosen. Once the house is full at 66 members, payments also shall be made for those New Members residing outside the Chapter House or for those who pledge between August 1 and August 20, 2015.

Any amount(s) accruing to the Director under Bonus Paragraph 5 shall be payable on or before October 1, 2015, as credit to the Director's Chapter housing account. None of the Bonus money to the Director or others is to be paid in cash, and any recruitment-related credits shall be negated upon the Member's graduation.

- 6. The Recruitment Director shall report periodically, on or before Monday at noon of each week for each calendar month during which he serves, to the ACB, directly to Karl P. Adrian and/or his designated Representative concerning progress with the Chapter's Summer Recruitment Program. Further, the Director shall provide in a timely way any further requested progress reports to the ACB in the manner requested.
- 7. The Recruitment Director agrees not to maintain any additional full- or part-time employment in addition to his duties as the Chapter's Summer Recruitment Director. Nothing in this Agreement shall prevent the Director from pursuing

academic course work during his period of service, so long as such academic course work does not otherwise resemble full- or part-time employment (*e.g.*, internships, externships, *etc.*).

- 8. The Recruitment Director agrees to follow the Delta Sigma Phi Code of Conduct Policies regarding alcohol. That means that alcohol may not be provided or consumed at any recruitment events and that all persons attending events (recruitment prospects, members, alumni, parents, guests and friends of The Fraternity) will not consume alcoholic beverages at any time or engage any potential new members in any activity that includes alcohol.
- 9. The Recruitment Director must uphold the Delta Sigma Phi Code of Conduct and Responsibility and Accountability Policy at all times.
- 10. The Recruitment Director shall abide by all recruitment rules of the University of Missouri, the Office of Greek Life and the Interfraternity Council (IFC), including but not limited to notification of all changes to the recruitment calendar as submitted to the Office of Greek Life as required.
- 11. The Recruitment Director further agrees that no mass electronic communication of recruitment activities may take place, including but not limited to the use of social media (Facebook, Twitter, or other media) or text messaging.
- 12. The Recruitment Director must participate in the Man of Achievement Scholarship program and interview process.

Please sign and date this letter where indicated and return the original to Brian S. Brooks, who will forward a copy to Marberry for its file. You should retain copies for your) personal file.

YITBOS.

Brian S. Brooks

Treasurer

**Alumni Corporation Board** 

Fully agreed to by the 2015 Full-Time Summer Recruitment Director. I understand and agree to the above-described terms, and the terms described in the following Schedule of Pre-Approved Expenses.

Dominic Franceschelli

See Attachment

## Attachment 1 Schedule of Pre-Approved Expenses

- Any gasoline-related expenses shall be reimbursable only to the extent that such expenses are directly related to travel beyond Columbia, Missouri (i.e., not for any travel within the City Limits of Columbia, and/or within a five-mile radius of the Chapter House).
- The ACB will reimburse each Director(s) up to \$40.00 each month (May, June, July, and August 2015) for cellular telephone service; provided, that each Director(s) submit copies of his cellular telephone service invoices in order to obtain reimbursement.
- Expenses directly related to the entertainment of Recruitment Guests and/or Pledges only shall be reimbursable (e.g., only meals, tickets, etc. for Recruitment Guests, New Members, and each Director who attends/participates in the Recruitment event/activity).
- 4. No expense shall be reimbursed without supporting receipts, invoices, *etc.*, further subject to the terms of Paragraph 4 of the main body of this Letter.
- 5. No expense for alcohol is reimbursable.
- Only those expenses described in this Schedule shall be subject to reimbursement under Paragraph 4 of the main body of this Letter. However, the ACB reserves the right to review, and approve, at its discretion, further Recruitment-related expenses not otherwise described here. For the purposes of this reservation of rights, the ACB designates Brian S. Brooks or Karl Adrian, in his absence or unavailability, as its representative.