Memorandum of Understanding
between Loyola University New Orleans
and
________________________
Agency

This Agreement is entered into this 1st day of August 2013 between Loyola University New Orleans, referred to hereafter as “Loyola,” and ________________________________, hereafter referred to as “Agency.”

The Office of Service Learning supports the development and implementation of service learning and community-based learning experiences in academic courses and programs of study at Loyola University New Orleans. Its goals are: (1) to bring education to life by connecting the classroom to community needs; (2) to enact Loyola’s Jesuit mission of forming young men and women with and for others; and (3) to contribute to a culture of high-quality, social justice-oriented university-community engagement at Loyola.

The Office of Service Learning also manages Loyola’s Community Based Federal Work Study (CBFWS) Program. The goal of the CBFWS program is to match Loyola students receiving federal financial aid assistance with part-time jobs in community-based organizations serving the public interest. CBFWS jobs should help develop students’ career and academic interests and increase their commitment to participating in positive social change.

The signing of this agreement indicates that the parties are entering into an active partnership with the following programs:

- SERVICE LEARNING; or
- COMMUNITY BASED FEDERAL WORK STUDY (CBFWS); or
- BOTH SERVICE LEARNING AND COMMUNITY BASED FEDERAL WORK STUDY

This agreement describes the two-way responsibilities and expectations of this partnership. The goal of this agreement is to strengthen Loyola’s relationships with community partners and enhance a sense of mutual commitment.

Part 1: General Responsibilities and Expectations

1. Agency certifies that it is

- a publicly-funded local, state or federal agency, or
- a private not-for-profit agency working in the public interest with IRS certification of 501(c) 3 tax-exempt status (EIN ______________________)

2. Loyola and agency agree to communicate with one another in a timely and responsive manner throughout the length of the agreement. Loyola and agency agree to read and review all written communications from one another.

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3. **Loyola and agency** agree to provide one another with the information needed to host effective, impactful partnership activities, including but not limited to keeping one another updated with accurate information about changes in policies, locations, contacts, program offerings, key supervisory staff, funding interruptions, or other programmatically significant matters which may affect partnership activities.

4. **Loyola and agency** agree to meet in person at least once each academic year. In addition, **Loyola** staff may undertake site visits and program observations as necessary to ensure quality and accountability. **Agency** agrees to allow and arrange for such site visits and program observations as needed.

5. **Loyola** will maintain complete and accurate profiles of each partner agency as well as specific service learning opportunities and CBFWS job opportunities at each agency. **Agency** agrees to submit a complete and accurate agency profile, including job/volunteer descriptions and to update this profile as needed throughout the length of this agreement.

6. **Loyola** regularly assesses the outcomes and quality of university-community partnerships, using tools such as surveys, focus groups, interviews, and rubrics. Assessment data are used by Loyola to determine whether partnerships should be renewed, expanded, or altered. **Agency** and **Loyola** agree to cooperate fully with each other’s assessment efforts.

7. **Agency** understands and agrees that **Loyola cannot guarantee** a specific number of service learning students or CBFWS employees. This partnership provides **agency** with access to Loyola students through facilitated recruiting processes. The number of Loyola students volunteering or working at **agency** will depend on interest level among eligible students and agency recruiting efforts.

8. **Loyola and agency** shall not discriminate against any person on the basis of race, color, national origin, sex, disability, religion, genetic information or age.

9. In the event that **Loyola** requests media access to agency sites or clients, **agency** retains the exclusive right to grant or refuse such access as it deems appropriate. **Loyola** will strictly abide by **agency’s** policies and expectations regarding media waivers, permissions, and/or consents. Any products resulting from media access granted to **Loyola** will be shared with **agency** for internal use with appropriate bylines/credits.

Part 2: Supervisory Expectations and Responsibilities

1. **Agency** will designate **primary** and **secondary supervisors** for service learning students and CBFWS employees.

2. **Agency** agrees to send designated supervisory staff to mandatory trainings held by **Loyola**.

3. Designated **primary supervisor** will serve as the main liaison with Loyola and will receive all communications. Designated primary supervisor will also be responsible for the following:
   
   a. submitting a complete and accurate agency profile, including job and volunteer descriptions, and updating this profile as needed;
   
   b. participating fully in the process of recruiting, screening and selecting students for service learning placements and work study jobs, including direct correspondence with students by email and phone;
   
   c. filling out forms to officially offer volunteer/job opportunities to students;
d. orienting students to program sites, including sharing agency’s policies on
   i. attendance, absence, tardiness and make-up work,
   ii. appropriate attire/dress, and
   iii. acceptable conduct/behavior;

e. ensuring that pre-service/pre-employment requirements such as trainings and background
   checks are completed in a timely and efficient manner;

f. communicating with students to agree on a regular service or work schedule;

g. providing clear assignments and tasks to students;

h. providing training and instruction sufficient for students to perform their tasks and
   assignments, function well within the agency, develop their skills, and effectively respond to
   the agency’s needs;

i. monitoring students’ progress;

j. providing verbal and/or written feedback to students as necessary;

k. communicating regularly with students and Loyola;

l. signing/verifying timesheets or designating/instructing other agency staff in this
   responsibility;

m. submitting performance evaluations or designating/instructing other agency staff in this
   responsibility;

n. notifying Loyola about students in need of intervention, correction, or termination.

2. The secondary supervisor will be responsible for:

   a. Performing all primary supervisory duties in the absence of primary supervisor;

   b. Serving as a backup liaison with Loyola.

Part 3: Service Learning (SL) Expectations and Responsibilities

1. The Office of Service Learning (OSL) at Loyola will facilitate an event (the SERVE fair) twice in an academic
   year to help partner agencies and SL students begin the process of matching themselves with one another
   based on mutual choice. Agency agrees to send representatives to attend SERVE fair twice each
   academic year.

2. Agency agrees to participate fully in the process of recruiting, screening and selecting SL students. Loyola
   will make all placement forms available online and update forms as needed. Agency agrees to
   complete a placement offer form for each student it wishes to invite to serve at the agency prior to the
   stated placement offer deadline. Agency also agrees to communicate placement offers directly to
   students. Loyola agrees to instruct SL students on how to complete a placement acceptance form and
   communicate acceptance directly to agency. Loyola agrees to send final lists of placed students to
   agency within three business days of the placement acceptance deadline.

3. Loyola agrees to distribute SL timesheets to students as well as making them available to students and
   agencies online. Loyola agrees to instruct students on their responsibility to use this timesheet to keep an
   accurate record of service hours. Loyola agrees to collect timesheets from students twice per semester. 
   Agency understands that timesheets require a verifying signature from a non-student supervisor and that
   no unverified hours can be counted. Agency understands that signing a timesheet is equivalent to
   vouching for its accuracy, and that knowing or unknowing collusion in falsifying students’ SL timesheets or
   negligently verifying timesheets known or suspected to be inaccurate is a very serious matter which may
result in the immediate termination of this agreement and could result in academic integrity charges against students. **Agency** agrees to instruct its staff members in timesheet protocols.

4. **Agency** understands that under no circumstance may Loyola SL students receive monetary compensation for their SL or substitute paid work at the agency for SL hours.

5. In addition to appropriate direct intervention and performance management measures with the student, **agency** agrees to complete an online warning form for any SL student whose performance or progress is unsatisfactory. **Loyola** agrees that **agency** may terminate SL placements with written notice if corrective action fails, as per protocols covered in partner training. **Loyola** further agrees that students whose SL placements have been terminated will not be permitted to complete SL elsewhere for the same course and will be prohibited from completing SL for the course.

6. **Loyola** agrees to make end-of-semester performance evaluations available online. **Agency** agrees to submit a performance evaluation for each individual student placed at the agency prior to the deadline and, where feasible, review the contents of completed performance evaluations with students.

7. The Office of Service Learning (OSL) at **Loyola** will periodically issue “calls for partners” on behalf of faculty teaching upcoming SL courses seeking appropriate large-group projects. **Agency** will be invited to respond to such calls if relevant needs exist.

**Part 4: Designated Contacts**

**Loyola**

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<tr>
<th>Service learning</th>
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<tbody>
<tr>
<td>Jennie Christenson Alpaugh</td>
<td>Kelly Brotzman</td>
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<tr>
<td>Administrative Assistant</td>
<td>Director</td>
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<tr>
<td>Office of Service Learning</td>
<td>Office of Service Learning</td>
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<tr>
<td><a href="mailto:jnchrist@loyno.edu">jnchrist@loyno.edu</a> or <a href="mailto:sl@loyno.edu">sl@loyno.edu</a></td>
<td><a href="mailto:kbrotzma@loyno.edu">kbrotzma@loyno.edu</a></td>
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<tr>
<td>504.865.2283</td>
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**Helpful websites**

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<tr>
<th>Loyola online directory (email addresses/phone numbers)</th>
<th><a href="http://www.loyno.edu/search/">http://www.loyno.edu/search/</a></th>
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**Agency**

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Agency Initial __________
Part 5: GENERAL PROVISIONS

Indemnification

Agency shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. Loyola shall be responsible for damages caused by the negligence of its directors, officers or employees occurring in the performance of this agreement. It is the intention of agency and Loyola that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

Insurance

Agency shall procure and maintain General Liability Insurance, comprehensive or commercial form with $1,000,000 minimum limit for each Occurrence and minimum limit of $ 3,000,000 General Aggregate.

Status of Students

Service learning students, as volunteers, shall at no time throughout this agreement be considered officers, employees, agents of Loyola. Community Based Federal Work Study (CBFWS) students shall be considered employees of Loyola, but not authorized officers or directors of Loyola.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of Louisiana. Venue for any legal proceedings arising from, or in relation to, this agreement shall lie in Orleans Parish, Louisiana.

Assignments

Without written consent of the Loyola University New Orleans, this agreement is not assignable by agency either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party’s name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by Loyola, its officers or employees.

Non-Discrimination

Agency shall not discriminate against any student on the basis of race, color, national origin, sex, disability,
religion, genetic information, age, or any other characteristic prohibited by federal, state and local laws, including Title VI and Title VII of the Civil Rights Act of 1964; Title IX of the Educational Amendments of 1972; the Age Discrimination in Employment Act of 1975; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act; the Equal Pay Act, and Louisiana statutes.

**Survival**

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

**Severability**

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

**Alternative Dispute Resolution**

The parties agree that in the event of any dispute arising under, or relating to, this Agreement, parties shall make a good faith attempt to resolve such dispute by mediation, on such terms as the parties find acceptable. The mediation shall take place in Orleans Parish, in the state of Louisiana. Each party shall bear the cost of its own legal fees and expenses.

**Force Majeure**

In the event the premises are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, Loyola University New Orleans may terminate this agreement by written notice following such casualty and Loyola University New Orleans shall not be responsible for any damages sustained by user but user shall be entitled to a pro rate return of any sum paid or any other acceptable arrangement mutually agreed to by the parties. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of Loyola University New Orleans.

**FERPA**

If agency has access to students’ educational records, agency shall limit its employees’ access to the records to those persons for whom access is essential to the performance of this agreement. At all times during this agreement, agency shall comply with the terms of the Family Educational Rights and Privacy Act of 1974 in all respects.

**Length of Agreement**

Loyola and agency have reached this agreement for the term beginning **August 1, 2013** until ________________.

**Termination**

________________________________________

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Agency Initial __________
This MOU may be terminated in whole or in part in writing by Loyola for its convenience, provided that agency is given not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate. This MOU may also be terminated in whole or in part in writing by agency, provided that Loyola is given not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

**Entire Agreement**

This agreement constitutes the entire agreement and understanding of the parties and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

I certify that I am duly authorized to sign this agreement on behalf of my institution.

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