

Memorandum of Understanding  
between  
Loyola University  
and

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Partner Agency

This Agreement entered into this **1st day of August 2011** between Loyola University New Orleans, referred to as "university," and \_\_\_\_\_, 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 at Loyola University. Our goal is to bring education to life by connecting the classroom to community needs. We also enact Loyola's Jesuit mission of helping young people develop a sense of social responsibility and a concern for social justice and the common good. To accomplish this, the Office consults with Loyola faculty who wish to include service learning in their courses and cultivates mutually beneficial partnerships with nonprofit agencies throughout the greater New Orleans area.

This agreement describes the responsibilities and expectations we bring to our partnerships. The goal of this agreement is to strengthen our relationships with community partners and enhance a sense of mutual commitment.

**RESPONSIBILITIES AND EXPECTATIONS OF THE OFFICE OF SERVICE LEARNING (OSL) AT LOYOLA UNIVERSITY**

**A. Communication**

- a. We value communication. OSL will communicate with partner agencies in a timely and responsive manner throughout the year.
- b. OSL will provide partner agencies with the information they need in order to effectively host service learning placements and projects. This may include notifying partner agencies about scheduled events, paperwork deadlines, Loyola events, individual courses or students needing attention, and contact information for faculty and students.
- c. OSL will promptly disseminate new information and new policies to partner agencies.
- d. OSL will maintain a complete and accurate agency listing on the OSL website for each partner agency. The listing will include an agency description, transportation information (unless the location is confidential), contact information, and a listing of any preservice requirements.

**B. Placements and Class Projects**

- a. OSL will facilitate a placement process each semester where students can be matched with partner agencies based on mutual choice. OSL will consult with Loyola faculty members to determine which partner agencies are suitable placement sites for particular courses. OSL will advise and support students, partner agencies and Loyola faculty members throughout the placement process.
- b. OSL will facilitate consultations as necessary between partner agencies and Loyola faculty members to plan class service learning projects that are topical and mutually beneficial. OSL will coordinate the collaborative development of project descriptions which outline expectations for students, professors and agencies.
- c. OSL cannot guarantee that Loyola students will be available to serve every semester at every partner agency. The supply of students depends on the number of service learning courses offered at Loyola each semester, as well as the topics of those courses and the service learning requirements implemented by individual professors.

### **C. Contacts and Meetings**

- a. OSL will facilitate meetings with agency staff, Loyola faculty members and students as necessary to address any concerns of partner agencies.
- b. OSL staff will meet in person with key staff members at partner agencies at least once every year.
- c. OSL staff will check in with students and partner agencies throughout the semester to ensure that service learning placements and projects are meeting the needs of all parties and providing a high-quality experience for agencies and students.

### **D. Paperwork and Evaluation**

- a. OSL will distribute project descriptions, scope-of-work documents, placement confirmation forms, timesheets, evaluations, surveys and other materials throughout the semester, electronically or in hard copy, to students, faculty and agency staff, in a timely and efficient manner.
- b. OSL will actively seek feedback from agency staff about the quality of students' performance in service learning placements and projects. All such feedback will be shared with service learning professors so it can be included in the grading process.
- c. Loyola will not perform or pay for criminal background checks on service learning students. Agencies are permitted to perform criminal background checks on Loyola service learning students at their own expense.

### **E. Safety**

- a. OSL will exercise prudence in evaluating the safety and stability of program sites.
- b. In the event of threats, inappropriate conduct, supervisory neglect or other malfeasance on the part of partner agencies' staff or clients, OSL will immediately remove Loyola students from service learning projects and placements at partner agencies and may terminate this agreement.
- c. In the event of malfeasance or inappropriate conduct on the part of a Loyola student, partner agencies may request the immediate removal of students from service learning projects and placements. Agencies should notify OSL about any such incidents.
- d. OSL will administer liability waivers to all Loyola service learning students. These waivers release Loyola faculty members, departments, and the University from any liability associated with students' service learning activities.

## **RESPONSIBILITIES AND EXPECTATIONS OF \_\_\_\_\_**

### **A. Communication**

- a. Staff members at our agency will communicate with Loyola students, faculty, and service learning staff in a timely and responsive manner throughout the year.
- b. Staff members at our agency will read, review, disseminate, and respond to any requests for information received from Loyola students, faculty, and service learning staff.
- c. Staff members at our agency will provide OSL with an agency description and volunteer job descriptions as needed. We will submit updates to these descriptions as necessary.
- d. Staff members at our agency will respond to service learning surveys each year.
- e. We agree to notify Loyola students, faculty and service learning staff in advance about any changes to normal programming, especially cancellations, schedule changes, site changes, and any other alterations which may affect service learning projects and placements.
- f. Staff members at our agency will review our agency listing on the OSL website and submit any desired changes as necessary.

### **B. Contacts and Meetings**

- a. We agree to provide full contact information, including names, titles, mailing addresses, program site addresses, email addresses, websites and phone numbers, for our agency and for all key personnel within our agency, particularly those with direct supervisory responsibilities for student placements and class projects.

- b. We agree to notify OSL about turnover among key staff members at our agency, particularly those with direct supervisory roles for student placements and class projects. We also agree to notify OSL about changes which might impinge on current and future service learning placements and projects, such as expansion/termination of programs and locations, loss of funding, etc.
- c. We agree to designate a staff member to serve as Loyola's primary contact for service learning activities at our agency. The primary contact person is:

[Redacted]

The primary contact person will disseminate information received from Loyola to the relevant people within our agency. We agree to notify OSL if this designated primary contact person leaves our agency or if these duties are transferred to another person.

- d. We agree that the primary contact person from our agency will meet in person with OSL staff at least once per year.

### **C. Student Placements**

- a. If our agency hosts Loyola service learning students for placements, we agree to participate fully in the process of recruitment and mutual selection, including attending an on-campus agency fair at the beginning of each semester.
- b. Staff members at our agency will offer placements to selected students and will notify selected and non-selected students as necessary. Staff members will also provide OSL with a final roster of Loyola service learning students placed at our agency. Staff members at our agency will sign placement confirmation forms by stated deadlines.
- c. Staff members at our agency will communicate with selected students to arrive at mutually suitable scheduling arrangements.
- d. Staff members at our agency will assign students clear tasks which are relevant to their service learning courses. Our agency will provide all training and orientation necessary for students to successfully complete these tasks.
- e. Staff members at our agency will ensure that all pre-service requirements are completed in a timely and efficient manner. This may include administering any paperwork required by our agency (releases, criminal background checks, health clearances, etc), and providing any needed orientation or training.
- f. Our agency will designate specific staff members to provide ongoing supervision to all Loyola service learning students throughout the semester.
- g. Staff members at our agency will sign student timesheets by stated deadlines and provide progress reports as requested by Loyola service learning staff.
- h. We will complete evaluations for each Loyola student placed at our agency by stated deadlines.

### **D. Class Projects**

- a. If our agency partners with a Loyola class on a service learning project, we will work with Loyola faculty and OSL staff to develop a description of the project prior to its commencement. We will actively participate in determining project expectations, outcomes, timelines and deadlines.
- b. Staff members at our agency will ensure that any pre-service requirements are completed in a timely and efficient manner. This may include administering any paperwork required by our agency (releases, criminal background checks, health clearances), and providing any needed orientation or training.
- c. Staff members at our agency will work with Loyola faculty and service learning staff to schedule any necessary visits to Loyola classes or agency sites.
- d. Staff members at our agency will consult with Loyola faculty and OSL staff as necessary throughout the semester to monitor progress and assess student performance. Staff members at our agency will also provide formal feedback to students and faculty at the end of the project.

## **E. Safety and transportation**

- a. We will exercise prudence in assessing the safety of any program sites where Loyola students may serve.
- b. In the event of threats, inappropriate conduct, supervisory neglect or other malfeasance on the part of our agency's staff or clients, we understand that OSL will immediately remove Loyola students from service learning projects and placements at our agency and may terminate this agreement.
- c. In the event of malfeasance or inappropriate conduct on the part of a Loyola student, we understand that we may request the immediate removal of Loyola students from service learning projects and placements, and we agree to notify OSL about any such incidents.
- d. We understand that OSL will administer liability waivers to all Loyola service learning students, and that these waivers release Loyola faculty members, departments, and the University from any liability associated with students' service learning activities. We understand that these waivers in no way release our agency, staff, or clients from liability associated with students' service learning activities. We understand that we are free to administer our own waivers and releases as we deem necessary.
- e. We will inform OSL and Loyola service learning students about the safest and most expedient directions to our sites (by car, by public transportation, by bike, and/or pedestrian routes). We will also inform OSL and Loyola service learning students about the safest and most expedient parking locations for our sites.

## **GENERAL PROVISIONS**

### Indemnification

The 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 University New Orleans shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the agency and the University 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

The 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 \$ 2,000,000 General Aggregate.

### Status of Students/Volunteers

Students/Volunteers shall at no time throughout this agreement be considered officers, employees, agents of the University.

### 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 the 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 the University, its officers or employees.

### 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.

### Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof 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.

### 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.

**Length of Agreement Term**

Initial Term - The university and partner agency have reached this initial agreement for the term beginning **1 August 2011** and ending **1 August 2012**.

This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate.

This document reflects my understanding of the relationship.

PARTNER AGENCY

LOYOLA UNIVERSITY NEW ORLEANS



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

**Kelly Brotzman**  
**Director of Service Learning**  
\_\_\_\_\_  
Print Name and Title