

**Memorandum of Understanding  
between Loyola University New Orleans  
and**

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**Agency**

This Agreement is entered into on August \_\_, 20\_\_ between Loyola University New Orleans, referred to hereafter as "Loyola," and \_\_\_\_\_, hereafter referred to as "Agency."

The Office of Community Engaged Learning, Teaching, and Scholarship (OCELTS) supports the development and implementation of service learning (SL) in academic courses and programs of study at Loyola University New Orleans. It also manages Loyola's Community Based Federal Work Study (CBFWS) program, which matches Loyola students receiving federal financial aid assistance with part-time jobs in community-based organizations serving the public interest.

The signing of this agreement indicates that the parties are entering into an active partnership with **both** the SL program and the CBFWS program.

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.
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 staff may undertake site visits and program observations as necessary to ensure quality and accountability. These visits may be scheduled or unscheduled. Agency agrees to allow and arrange for such site visits and program observations as needed.
5. 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.
6. **Loyola and Agency** shall not discriminate against any person on the basis of race, color, national origin, sex, disability, religion, genetic information or age.

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Agency Initial \_\_\_\_\_

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7. 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.
8. Agency shall be aware of the stated objectives of the Loyola CBFWS program and agrees to work with Loyola to achieve these stated objectives:
  1. CBFWS students will be able to articulate, in their own words, the mission of the agency for which they work, as well as the root causes of the issues addressed by the agency.
  2. CBFWS students will gain work experience and professional skills.
  3. CBFWS jobs will help students discern their post-college plans.

## Part 2: Service Learning

The Office of Community Engaged Learning, Teaching, and Scholarship (OCELTS) at Loyola will facilitate an event (the SERVE fair) twice each academic year to help partner agencies and SL students begin the process of matching themselves with one another based on mutual choice. Agency will send representatives to the SERVE fair twice each academic year.

1. Agency understands and agrees that Loyola **cannot guarantee** a specific number of SL students. This partnership provides Agency with access to students enrolled in SL courses. The number of SL students serving at Agency will depend on interest level among students and Agency recruiting efforts.
2. Agency will participate fully in the process of recruiting, screening and selecting SL students. Loyola will make placement forms available online and update forms as needed. Agency will complete a placement offer form for each student it wishes to invite to serve at the agency prior to the stated deadline. Agency will also communicate placement offers directly to students. Loyola will instruct SL students on how to complete placement acceptance forms and communicate acceptances directly to agencies. OCELTS will send lists of placed students to Agency within three business days of the placement deadline.
3. Loyola will electronically distribute SL timesheets to students as well as make them available to students and agencies online. Loyola will instruct students about their responsibility to use this timesheet to keep an accurate record of service hours. Loyola will collect timesheets from students twice per semester.
4. Agency understands that students' SL timesheets require an e-verification from a non-student supervisor and that no unverified hours can be counted. **Agency understands that e-verifying 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 will instruct its staff members in timesheet protocols.
5. Agency understands that under no circumstance may Loyola SL students receive monetary compensation for SL or substitute paid work at the agency for SL hours.
6. Agency will complete a warning form for any SL student whose performance or progress is unsatisfactory. Agency may terminate SL students with written notice if corrective action fails. Loyola will not place terminated students elsewhere. Terminated students will be prohibited from completing SL for the course.

7. Loyola will make end-of-semester performance evaluations available online. Agency will submit a performance evaluation for each individual student placed at the agency prior to the deadline.
8. OCELTS 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 3: Community Based Federal Work Study (CBFWS)**

1. By signing this agreement, Agency certifies and attests to the following:
  - a. CBFWS student employees will not displace paid employees;
  - b. under no circumstances will Agency engage any CBFWS student employees in any political activity or work on behalf of any political party or candidate;
  - c. Agency will not accept any voluntary services from any CBFWS student employee and that all CBFWS student employees will be paid for all hours worked;
  - d. under no circumstances will Agency involve CBFWS student employees in the construction, operation or maintenance of any facility used for sectarian instruction or as a place of worship or in tasks directly related to religious worship;
  - e. Agency will not deny employment under this agreement because of race, color, religion, national origin, disability, gender or sexual orientation, and that Agency will comply with all provisions of the Civil Rights Act of 1964 (P.L. 88-352);
  - f. Agency will not require any CBFWS student employee to pay out of pocket for any tests, certifications, trainings or criminal background checks;
  - g. Agency's employment of CBFWS students will adhere to all relevant federal statutes governing Federal Work Study (Higher Education Act of 1965, as amended, Title IV, Part C; 42 U.S.C. 2751-2756b) and regulations 34 CFR 673 and 34 CFR 675.
2. Agency understands and agrees that Loyola **cannot guarantee** a specific number of CBFWS student employees. This partnership provides Agency with access to work-study eligible Loyola students. The number of Loyola students working at Agency will depend on interest level among eligible students and Agency recruiting efforts.
3. Agency will submit CBFWS job descriptions to the Office of Community Engaged Learning, Teaching, and Scholarship. Students are not to work a job not included in the posted job descriptions.
4. Loyola's Office of Community Engaged Learning, Teaching, and Scholarship will recruit for CBFWS partner agencies at the beginning of the academic year.
5. Agency will screen, select, and hire work study eligible Loyola students in a timely fashion during the beginning of the academic year.
6. By the payroll deadline, CBFWS student employees must complete their online timesheets and request verification by their supervisor via email. Agency will ensure that accurate time records are kept for all CBFWS student employees. Agency will designate a staff supervisor to verify student employees' timesheets via email according to Loyola's payroll schedule.
  - a. Agency understands that CBFWS student employees are not eligible for paid vacation, but may receive unpaid leave/vacation during university breaks with Agency's agreement.
  - b. Agency understands that paid time for CBFWS student employees includes transportation to and from the work site, within a predetermined allowance. Loyola will set transportation allowances for each work site based on student employee's mode of transportation.

- c. Agency understands that CBFWS student employees may work no more than 20 hours per week while class is in session. Agency understands that CBFWS student employees may work up to 40 hours per week, 8 hours per day during university breaks and holidays by mutual agreement. Agency will never ask or require any CBFWS student employee to work more than 40 hours per week.
7. Agency understands that CBFWS student employees will be paid by Loyola **up to the limit of each student employee's CBFWS financial award.**
    - a. Agency understands that Loyola is dependent on federal grants for the CBFWS program and can make no payments unless it receives such federal grants.
    - b. Agency will monitor CBFWS student employees' work hours to ensure they do not exceed the amount of their financial award.
    - c. Agency agrees that **it will assume financial liability** for any compensation due to CBFWS students over and above their financial award.
  8. Loyola will make CBFWS performance evaluations available to agencies. Agency agrees to submit a final performance evaluation for each individual CBFWS student employee placed at the Agency prior to the stated evaluation deadline.

#### **Part 4: Supervisory Expectations and Responsibilities**

1. Agency will designate primary and backup supervisors for SL students and CBFWS employees. At least one of these supervisors must be present at all times that students are present at the agency.
2. Agency agrees to send designated supervisory staff to mandatory training sponsored by Loyola and/or instruct designated supervisory staff to complete online trainings provided 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 and job and volunteer descriptions and updating these as needed;
  - b. recruiting, screening and selecting students for SL placements and work study jobs, including direct communication with students by email and phone;
  - c. filling out SL and CBFWS forms;
  - d. orienting students to Agency sites, including sharing Agency's policies on
    - i. attendance, absence, tardiness and make-up work,
    - ii. appropriate attire/dress, and
    - iii. acceptable conduct/behavior;
    - iv. safety protocols of the space
  - e. ensuring that Agency's pre-employment and pre-service requirements such as trainings and background checks are completed in a timely and efficient manner;
  - f. setting regular service and work schedules with SL and CBFWS students;
  - g. providing clear and sufficient task and assignments 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, especially as it relates to the stated objectives of the Loyola CBFWS program;
  - j. providing verbal and/or written feedback to students as necessary;
  - k. communicating regularly with students and Loyola;

- l. signing/e-verifying timesheets or designating/instructing other Agency staff in this responsibility;
  - m. submitting written performance evaluations or designating/instructing other Agency staff in this responsibility;
  - n. notifying Loyola about students in need of intervention, correction, or termination.
4. The backup 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.
5. COVID-19 clause: The novel coronavirus, COVID-19, has been declared a worldwide pandemic and is reported to be extremely contagious. The Agency agrees to:
- a. adhere to all local, state, and federal guidelines and mandates pertaining to COVID-19 safe operations
  - b. provide and maintain a clean and safe environment for all Loyola students and their service/work
  - c. promote healthy hygiene behavior with regular and frequent access to hand washing and hand sanitizer
  - d. institute and practice social distancing measures
  - e. implement flexible policies and practices for service learners/CBFWS students to accommodate absences related to COVID-19 illness or exposure
  - f. notify the Loyola student(s) and OCELTS of any exposure to COVID-19

**Part 5: Designated Contacts**

**Loyola**

Office of Community Engaged Learning, Teaching, and Scholarship Marquette Hall, Room 312 Phone: 504.865.2282; Fax: 504.865.2323 Email: <a href="mailto:ocelts@loyno.edu">ocelts@loyno.edu</a> Website: <a href="http://www.loyno.edu/engage">www.loyno.edu/engage</a>  Typhanie Jasper Butler, Director, <a href="mailto:tjjasper@loyno.edu">tjjasper@loyno.edu</a>  Mailing address: 6363 St. Charles Avenue, Box 115 New Orleans, LA 70118	
<b>Helpful websites</b>	
Loyola online directory (email addresses/phone numbers)	<a href="http://www.loyno.edu/search/">http://www.loyno.edu/search/</a>
OCELTS website, including SL and CBFWS program information	<a href="http://www.loyno.edu/engage">http://www.loyno.edu/engage</a>

**Agency**

<b>Service Learning - Primary Contact</b>	<b>Service Learning - Secondary Contact</b>
Name:	Name:
Title:	Title:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
Mailing address:	Mailing address:

CBFWS - Primary Contact	CBFWS - Secondary Contact
Name:	Name:
Title:	Title:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
Mailing address:	Mailing address:

## Part 6: 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 18, 2020 until July 31, 2021.

#### Termination

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.

\_\_\_\_\_  
AGENCY

\_\_\_\_\_  
LOYOLA UNIVERSITY NEW ORLEANS

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Typhanie Jasper Butler, Director  
Office of Community Engaged Learning, Teaching,  
and Scholarship

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

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